

LETTER OF AGREEMENT

ARTIST:

Jacob Walker
Freelance Illustrator
7880 State Road 236
North Salem, IN 46165 USA
812 604-4658
jacob@mythosmonsters.com

CLIENT:

Name
Address
Phone
email

THIS AGREEMENT MUST BE SIGNED AND RETURNED BEFORE ARTIST CAN SCHEDULE OR BEGIN THIS JOB.

DESCRIPTION

Project Title:
Subject Matter:
Size:
Framing:
Media:
Notes:

DUE DATE

Deadline: **XX/XX/XXXX**

COPYRIGHT USAGE

Rights transferred: Client is commissioning and purchasing the original artwork only and no commercial rights to the illustration. However, the client is free to use the illustration for all personal non-commercial uses.

PAYMENTS

Fees for the commissioning of the illustration will total: **\$XXX.XX**

Payments are to be made via ACH money transfer directly to the Artist's checking account, or via JacobWalkerArt.com/payments at project benchmarks as outlined on page 2. Any fees or charges that should arise with an ACH money transfer are to be covered by the Client.

FINAL DELIVERY OF WORK

Physical works to be (a) delivered in person at a location agreed upon, or (b) mailed US first class with insurance arranged by the artist but at the client's expense.

FRAMING

Artwork comes unframed. Framing is available upon request, but at the client's expense.

1. Reservations of Rights

All rights not expressly granted above are retained by the Artist, including any electronic rights or usage and including, but not limited to, all rights in sketches, comps, or other preliminary materials. Any use additional to that expressly granted above requires arrangement for payment of a separate fee. Among the rights retained by the Artist, the Artist retains the right to use the images for self-promotional purposes (i.e. to be entered in art contests, online and print portfolios) and to sell the illustration(s) in the form of prints or in a collection of the artist's work.

2. Revisions

(A) Preliminary Work/Sketch: Artist agrees to submit three (3) rough sketches for the Client’s approval. Additional fees will be charged to Client for revisions made after such sketches and for all revisions that reflect a new direction for the assignment or new conceptual input. (B) Finished Art: Client agrees to pay Artist an additional fee, to be negotiated separately, for changes requested to final art where Client asked Artist to proceed directly to final art. No additional fee shall be billed for changes required to bring final artwork up to original specifications or assignment description as shown in the selected comp or art order. Client agrees to offer Artist the first opportunity to make any changes to the final artwork.

3. Cancellation and Kill Fees

Cancellation (“kill”) fees are due based on the amount of work completed. If this job is canceled while it is in progress any payments already received by the Artist are his to be kept as the Kill Fee. One hundred percent (100%) of the total fee is due despite cancellation or postponement of the job if the art has been completed. Upon cancellation or kill, all rights to the art revert to the Artist.

4. Payment

Payment will be made in incremental installments through-out the process of the commission. As outlined below: \$XXX Deposit (50% of total fee) due on XX/XX/XXXX (work begins) \$YYY (25% of total fee) when drawing & color comp are approved \$ YYY (last 25% of total fee) due upon completion of the illustration and approval of final version as shown in a digital file to be sent to the Client Once payment in full has been received by the Artist, arrangements for the final delivery will be made.

5. Miscellany

This Agreement shall be binding upon the parties, their heirs, successors, assigns, and personal representatives. This Agreement constitutes the entire understanding of the parties. Its terms can be modified only by an instrument in writing signed by both parties. No terms attached to any check for payment under this Agreement can modify the Agreement except under an independent instrument in writing signed by both parties. Any dispute regarding this Agreement shall be arbitrated in Clarkston, Michigan under the rules of the American Arbitration Association and the laws of Michigan. A waiver of a breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions. This Agreement shall be governed by the laws of the State of Michigan and courts of such State shall have exclusive jurisdiction and venue.

Consented and agreed to

Artist’s signature/date: _____

Artist’s printed name: _____

Client’s signature/date: _____

Client’s printed name: _____