

Standard Letter of Agreement

Commissioned by _____

Date _____

Job/Invoice Number _____

Shipping Number _____

This agreement must be signed and returned before artist can schedule or begin this job

Project title: _____

Description:

Subject matter:

Size: _____

Color or Black and White: _____

Media: _____

Number of preliminary and final sketches in basic fee:

Number of color comps in basic fee: _____

Number of Client meetings in basic fee: _____

Other relevant info: _____

Miscellaneous Fees:

Cancellation Fee: _____

Travel Time: _____

Model Fee: _____

Prop and Unusual supplies fee: _____

Fee for press check at Printer: _____

Due Dates:

Sketch: _____

Final Illustration: _____

Payment Schedule:

Amount due at start of project: _____

Additional payments due:

Final payment is due upon the projects completion.

Copyright Usage:

Rights Transferred: _____

Duration of Use: _____

Limitations on Media in which used: _____

Limitation on number of insertions/Limitations on editions: _____

Limitations on geographical use: _____

Owner of Original Art: _____

Fee for Rights Granted: _____

Terms

1. **RESERVATION OF RIGHTS:** All rights not expressly granted above are retained by the Artist, including any electronic right or usage 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.
2. **REVISIONS:** Artist agrees to submit _____ rough sketches, and/or _____ finished sketches for 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. 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. Client agrees to offer artist the first opportunity to make and changes to final artwork.
3. **CANCELLATION AND KILL FEES:** Cancellation ("kill") fees are due based on the amount of work completed. Fifty percent (50%) of the final fee is due within 30 days of notification that for any reason the job is cancelled or postponed before the final stage. 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, and all original art must be returned, including sketches, comps, or other preliminary materials.
4. **CREDITS AND COPIES:** A credit line suitable to the design of the page will be used. Client agrees to pay an additional 50% of the total fee, excluding expenses, for failure to include credit line. Credit line is required independent of the artist's signature, which shall be included at the artist's discretion unless otherwise agreed in writing above. Client agrees to provide artist with three (3) sample copies of any printed material.
5. **PAYMENT:** Payment for finished work is due upon acceptance, net 30 days. The Client's right to use the work is conditioned upon receipt of payment within 30 days of acceptance and upon Client's compliance with terms of this agreement. A 112% monthly service charge will be billed against late payment.
6. **ORIGINAL ART:** Original art remains the property of the Artist unless expressed otherwise in the agreement. Client is responsible for return of original art in undamaged condition within 30 days of first reproduction.
7. **ADDITIONAL EXPENSES:** If Client does not provide a courier/shipping number in the space provided above, shipping charges will be added to the final invoice. Client agrees to reimburse Artist for the following expenses: Messengers, Models, Props, Travel, Telephone, Proofs, Transport Disks, Other _____
8. **PERMISSIONS AND RELEASES:** The Client agrees to indemnify and hold the Artist harmless against any and all claims, costs, and expenses, including attorney's fees, due to materials included in the Work at the request of the Client for which no copyright permission or privacy release was requested, or for which uses exceed the uses allowed pursuant to a permission or release.
9. **MISCELLANY:** This agreement shall be binding upon the parties, their heirs, successors, assigns, and personal representative. This Agreement constitutes the entire understanding of the parties. Its terms can be modified only by an instrument in writing signed by both parties, except that the client may authorize expenses or revisions orally. 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 (city and state) under rules of the American Arbitration Association and the laws of Massachusetts Arbitration. A waiver of a breach of any of the provisions of this Agreement shall not be constructed as a continuing waiver of other breaches of the same or other provisions. This agreement shall be governed by the law of the State of Massachusetts and courts of the such State shall have exclusive jurisdiction and venue.

10. CONFIDENTIALITY (optional): Artist may, during the course of providing his or her services hereunder or in relation to this Agreement have access to, and acquire knowledge regarding materials, data, systems, and other information of or with respect to the purchaser or the subject of the work which may not be accessible or known to the general public. Any knowledge acquired by the Artist from such materials shall not be used, published or divulged by the Artist to any person or firm.

Artist Name (Print)

Client Name (Print)

Artist Signature

Client Signature

Date

Date