

# GRAPHIC COMMISSION AGREEMENT

This contract between Kollin Miller and John Doe, will serve as the respective rights of Artist and Client with respect to the commissioned artwork described throughout.

## I. Your Commission includes:

Artist and Client agree that the artwork to be created by the Artist following the Client's specifications shall be limited to, unless modified in a writing signed by both parties, the listed following:

3 Thumbnail Sketches

2 Color Sketches

1 Fully Rendered PNG image and PSD file Illustration of Jane Doe OC in Style 1

Artist agrees that the listed shall be done with the best quality they can produce with aesthetic similarities in character and purpose behind the specifications noted.

## II. Deadline

Artist agrees to complete the Commission upon the following schedule:

14 days following the signature of this Agreement for the Thumbnail and Color Sketches. 30 days following the signature of this Agreement for the Final Illustration. **UNLESS** major changes are made to colored sketch or final PNG image that pushes back the deadline.

## III. Rights of Contract

Artist and Client agree that the following rights shall be transferred from Artist to Client upon full payment.

Artist agrees to the perpetual non-exclusive license of all rights (including, but not limited to, the right to display, modify, transmit, transfer, and create derivative works) to Commission to Client, excluding only the right to authorship credit, which is retained by Artist.

## IV. Payment

The Client shall pay Artist a total flat fee of \$250 USD via PayPal as total compensation for the project described above. Payment shall vary in plans:

- Full payment of \$250
- Payment of \$150 (deposit of \$100)
- Two payments of \$75 (deposit of \$100)

Additional fees will be charged for revisions that are not due to any fault on the part of the Artist made after (1) major and (3) minor changes, and for revisions reflecting a new direction to the assignment, or new conceptual input. These changes will vary from

**\$40-\$60. Full Payment is due after 7 days after completion of commission.**

#### **V. Termination/Kill Fee**

Client may terminate this Agreement at any time by sending written notice thereof to Artist at the email address provided beforehand (klainemart@gmail.com). Upon such termination, Client agrees to compensate Artist as follows:

(1) Partial Completion. If Artist has partially completed the Work, Client agrees to compensate Artist at twenty percent (20%) of the total compensation as an addition to the initial (30%) down payment. If this Agreement is terminated by Client after Partial Completion by Artist, Artist shall retain ownership of all rights of copyright and the original artwork, including but not limited to completed artwork, sketches, and comps.

(2) Full Completion. If Artist has completed the finished artwork at the time of cancellation, Client agrees to compensate Artist in full as otherwise provided in this Agreement.

#### **VI. Non-Payment; Remedies**

Any delinquent payments due shall bear interest at a rate of two and one-half percent (2.5%) per month. Client agrees that it shall bear responsibility for any fees incurred by Artist in enforcing this Agreement, including but not limited to attorneys' fees and court costs.

#### **VII. Artist's Right to Credit**

Artist may use Work in Artist's portfolio and promotional imagery (including any website that displays Artist's works). When asked, Client must properly identify Artist as the creator of the Commission. Client does not have a proactive duty to display Artist's name together with the Commission, but Client may not seek to mislead others that the Commission was created by anyone other than Artist.

#### **VIII. Severability; Integration**

Client and Artist agree that this Agreement shall not be amended except by a writing executed by both parties, and expressly state that this writing shall constitute a complete expression of the entire agreement between the parties, and that no additional terms exist that are not included herein. To the extent any provision contained in this Agreement shall be found to be void, invalid, or otherwise unenforceable in any way, such invalidity shall not affect the remainder of this Agreement, which shall remain in full force and effect.

#### **IX. Unauthorized Use by Client; Indemnity**

Client agrees to indemnify Artist against any and all claims and expenses, including but not limited to attorneys' fees and costs, incurred as a result of Client's unauthorized use of the Work under this Agreement, including the enforcement of this Agreement by Artist.

**X. Warranty of Originality**

Artist represents and warrants to Client that, to the best of Artist's knowledge and belief, the Commission assigned by this Agreement is original and has not been previously published or licensed to any third party. This warranty shall not extend to any unauthorized or undisclosed use of the Commission by Client which may infringe upon the rights of any other person. Client agrees that it shall hold Artist harmless for any claim or liability caused by Client's use of Artist's product to the extent such use infringes upon the rights of any other person.

**XI. Release of Liability**

Client agrees that it shall not hold Artist or any agent thereof liable for any damages arising from Artist's failure to complete the Commission in a timely manner, regardless of whether such failure was caused by intentional or negligent acts or omissions of Artist or of any third party.

**AGREED TO AND ACCEPTED BY:****CLIENT**

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Signature

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Name

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Date

**ARTIST**

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Signature

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Name

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Date