

CUSTOM ART AGREEMENT BETWEEN (Client's name) AND (Artist's name)

Agreement as of (Date) between (Client's Name), hereinafter referred to as the Client, and (Artist's Name), hereinafter referred to as the Artist. Whereas, the Artist is a professional in good standing; Whereas, the Client wishes the Artist to create certain Artwork described more fully herein; and Whereas, the Artist wishes to create such Artwork; In consideration of the foregoing premises and the mutual covenants hereinafter set forth and other valuable considerations, the parties agree as follows:

1. DESCRIPTION: The Artist agrees to create Artwork(s) (hereinafter referred to as the Work) in accordance with the following specifications:

Job Type: (Illustration, Design, Logo, Painting, Sculpture, Character Design, etc.)

Specifications: (Size, Medium, Resoulution)

2. DEADLINE: The delivery date of the first round of work (thumbnails, sketches) is (Due Date). The Client will return feedback to the artist in a timely manner and the next round of work will be due (X amount of time) after receipt of feedback. This will continue until the Client has approved the Work, or the number of revisions detailed in Part 5 are completed.

3. RIGHTS GRANTED: Upon receipt of full payment, the Artist grants the following rights to the Client. All rights not explicitly listed here shall be reserved by the Artist. Artist retains the ownership and copyright of the Work and all preliminary work (sketches) associated with the Work unless specifically noted below. The Client is allowed to use the Work to promote the project the Work is commissioned for, but only in association with that project.

Category of Rights Granted: (Limited Use, Universal Rights (Buyout), Work For Hire)

Use of Work: (Illustration for book interior, Graphic for t-shirts, Header graphic for website, etc.)

Territory: (Geographical: World, US, etc. or Language: World English, World French, etc.)

Duration: (X amount of time, Lifetime of Work Use)

4. PAYMENT: The Client agrees to pay (\$X) (hereinafter referred to as the Full Balance) for the Rights Granted in Part 3. The Client agrees to pay 25% of the full balance upon the signing of this Contract as a Deposit. The full balance is due upon approval of the final artwork, before the final hi-resolution files are delivered to the Client.

Kill Fee: If the Client terminates the contract anytime after the Deposit is made, but before the Artist completes the first round of revisions, the Deposit shall act as a Kill Fee. If the Client terminates the contract at any point after the Artist completes the first round of revisions, the Artist will keep the Deposit and the Client will owe a further 25% of the full balance as a Kill Fee.

Expenses: The Client will reimburse the Artist for the following expenses (model fee, stock art purchases, etc.) separately from the Artwork Fee stated above. Expenses are subject to prior approval from the Client. The Artist will submit receipts for these expenses with their final Invoice.

5. REVISIONS: The Artist shall be given the first opportunity to make any revisions of the Work requested by the Client. However, the Client has the right to alter the Work in order to suit the proportions of the reproductions. The Artist grants the Client 3 opportunities to provide feedback and revisions. The Artist agrees to make these revisions to the best of their ability. Further revisions after 3 rounds will add a fee of \$A (representing 5% of the full balance \$X, as stated in Part 4) per extra round of revisions as a separate Revision Fee.

6. CREDITS: The Client agrees to credit the Artist with the following "(Illustration © your name, Design by Artist name, etc.)" on the final Project. If the final product is print, the Client agrees to print the credit on the product. If the final product is digital, the Client agrees to publish the credit and include a link to (Artist website) when possible. The Client will make every effort to include the credit when the Artwork is used in promotion of the Project.

7. MISCELLANY: Should the Client fail to meet any of the obligations set forth in this contract, the Client agrees to reimburse the Artist with any legal fees incurred in the enforcement of this Agreement. The Artist agrees that the Work is original to the Artist and has not been previously licensed to any other party in a way that would interfere with the Rights Granted to the Client in Part 3. The Artist agrees to inform the Client of any additional Rights considerations incurred through use of a third party (stock art, use of a live model, etc.). This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, and personal representatives. This Agreement constitutes the entire understanding between the parties. Its terms can be modified in writing signed by both parties. It is understood by all parties to this Agreement that claims or disputes arising from this Agreement will be settled according to the pertinent laws and statutes of the State of (Artist's State). This Agreement is entered into as of the date in which all parties affix their signatures below.

Artist's Signature

Date

Client's Signature

Date

DISCLAIMER: We have created this contract template as a base to be customized for your specific purposes. In the process of making this template as simple and straightforward as possible, we have left out a lot of legalese, but that also leaves space for loopholes. However, we believe it is better to use a simple contract than no contract. Best practice would be to customize this contract and then have a lawyer approve it for your personal use. We are not lawyers, so use any part of this contract at your own risk.