

Illustration Commission Agreement

This Illustration Commission Agreement is made and entered into on this date _____ and the work is due to be completed before _____.

- **Client** _____ with a principal place of business at _____ and
- **Illustrator** _____ with a principal place of business at 2nd Prospect Place, Durham, United Kingdom.

1. Purpose of Agreement

Niall Brown agrees to commission the Illustrator to create original artwork _____ based on the specifications provided by the client. The Work will be delivered in accordance with the terms set forth below.

2. Scope of Work

The Illustrator agrees to create _____ for the client, as detailed in the specifications outlined by the Client, which may be modified with mutual agreement.

3. Payment Terms

Fee: The total fee for the work shall be _____, with exchange rates valued on this date _____ which will be paid in the following manner:

- 40% as an upfront payment upon the signing of this agreement,
- 60% upon delivery of the final work.

b. **Kill Fee:** In the event that the Client decides to discontinue or not use the Work after the Illustrator has begun work, a kill fee of **40%** of the total agreed-upon Fee will be owed to the Illustrator. This fee will be due immediately upon notification of cancellation or non-usage of the Work.

4. Delivery and Review of Work

a. The Illustrator shall provide the Client with watermarked preview images of the work for review and approval. These images will be sent to the client via email or Google Drive.

b. Upon receipt of the Client's approval and full payment, the Illustrator will remove the watermark and deliver the final, unmarked work.

5. Time for Revisions

The Illustrator will allow for revisions to the Work. Any requested changes will be completed within **one week** after receiving the Client's instructions. If additional changes are needed, the Illustrator or client may request an extension.

6. Rights to the Work

- a. The Illustrator retains the original rights to the Work created under this Agreement. The Client is granted a **non-exclusive, transferable license** to use the Work for the purposes outlined in the specifications.
- b. The Illustrator retains the right to display and showcase the work on their personal website and social media accounts, and in their portfolio, until the final work is delivered and payment has been made in full.

7. Representation

The Illustrator is represented by **Layer Scott Carrey** at **Scott Carrey Law**, and the Client agrees to acknowledge the Illustrator's representation when referencing the Work in any public or professional capacity.

8. Confidentiality

Both parties agree to maintain the confidentiality of any confidential information exchanged during this Agreement, including but not limited to design concepts, drafts, and business information.

9. Liability

The Illustrator will not be held liable for any damages, losses, or claims arising out of the Client's use or publication of the Work, except where the Illustrator has been found to be negligent in the creation or delivery of the Work.

10. Indemnity

The client agrees to indemnify and hold harmless the Illustrator from any claims, damages, losses, and expenses arising out of the use or publication of the work, including any third-party claims of infringement or misuse.

11. Termination

Either party may terminate this Agreement by providing written notice to the other party. In the event of termination, any outstanding payments for work completed up to that point will still be due, including the 40% kill fee if applicable.

12. Governing Law

This Agreement will be governed by and construed in accordance with the laws of the United Kingdom, without regard to its conflict of law principles.

13. Language and Interpretation

In the event that this Agreement is translated into any other language, the English version of the Agreement shall take precedence and govern in the event of any inconsistencies or discrepancies between the translations.

14. Entire Agreement

This Agreement constitutes the entire understanding between the parties regarding the work, and supersedes all prior negotiations or agreements between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date written above.

Client:

Name: _____

Signature: _____

Date: _____

Illustrator:

Name: Niall John Dominic Brown

Signature: _____

Date: _____