

# Illustrator Contract

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**Client**

**Illustrator**

## 1. Scope of Work

a. The Illustrator agrees to create the following for the Client ("Illustrations"):

Illustration

Design

Logo Design

Book Cover Design

Literary Illustration

Digital Illustration

Greeting Card Illustration

Packaging Design

Other

b. The Illustrator agrees to create \_\_\_\_\_ illustrations for the Client.

c. The Client agrees to provide a detailed brief and reference materials to the illustrator, including any specific requirements, colors, dimensions, or concepts that should be incorporated into the illustrations.

d. The Illustrations shall be created in \_\_\_\_\_, suitable for \_\_\_\_\_.

e. The Illustrator shall provide the Client with \_\_\_\_\_ preliminary sketches for the Client to review and approve before proceeding with the final illustrations.

f. The Illustrator agrees that the Client may request up to \_\_\_\_\_ rounds of revisions for each illustration. Any additional revisions may be subject to additional fees.

g. The scope of work mentioned above may be modified or expanded upon mutual agreement, provided that any changes are confirmed in writing and any additional fees or timeline adjustments are agreed upon.

## 2. Deadlines and Deliverables

a. The Illustrator agrees to complete all the Illustrations by the following deadlines:

b. The Illustrations shall be delivered in a \_\_\_\_\_ format, as specified by the Client. The resolution, color mode, and any other technical requirements shall be as follows:

c. The Client agrees that the Illustrator retains the original files and may use the illustrations for self-promotion or inclusion in their portfolio, unless otherwise agreed upon in writing.

d. The Client will have the right to use the Illustrations for the purposes specified in the contract, which may include but are not limited to \_\_\_\_\_. Any usage beyond the agreed-upon purposes will require prior written consent from the Illustrator.

## 3. Start Date and Duration

a. This Contract herein shall begin on \_\_\_\_\_.

b. This Contract shall be valid for:

**Fixed Term:** This Contract shall end on \_\_\_\_\_. After this date, both Parties will no longer have any liabilities or obligations to one another unless otherwise stated.

**Ongoing Term:** This Contract shall remain in full force until either one of the Parties terminates the Contract, providing that \_\_\_\_\_ notice is given to the other Party.

## 4. Compensation

a. The Client agrees to pay the Illustrator a total amount of \_\_\_\_\_ for the completion of the Illustrations outlined in the scope of work.

b. The Payment shall be made according to the following schedule:

c. The Client agrees to bear any additional costs related to the Illustrations, such as printing, licensing of third-party assets, or shipping, unless otherwise agreed upon in writing.

d. All payments shall be made in \_\_\_\_\_ and shall be paid to the Illustrator via \_\_\_\_\_, unless otherwise agreed upon in writing.

e. In the event of late payment, the client may be subject to a late fee of \_\_\_\_\_ for each \_\_\_\_\_ that the payment is not made.

## 5. Materials and Equipment

a. The Illustrator shall use their own equipment, including but not limited to;

b. The Client shall provide the illustrator with the following;

c. The Illustrator warrants that they possess the necessary skills and expertise to fulfill the requirements listed in this Contract herein.

d. In the event that the Client requests the use of specific materials or tools for the illustrations, the Client agrees to bear the cost of acquiring such materials or tools.

## 6. Intellectual Property

a. The Illustrator retains all copyrights to their original artwork, as well as any work they created to create the final Illustration, such as drafts and sketches.

b. The Client agrees to return the Illustrator any draft artwork by \_\_\_\_\_ in \_\_\_\_\_ days after the final Illustration has been delivered and approved.

c. The Client agrees that the illustrations created by the Illustrator may be used by the illustrator for self-promotion, portfolio, or other professional purposes, unless otherwise agreed upon in writing.

## 7. Independent Contractor

The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Contract shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

## 8. Termination

a. Either Party may terminate this Contract under the following circumstances;

- I. In case either Party provides a written notice to the other Party if there is a material breach of any provision of this Agreement, and such breach remains uncured for a period of \_\_\_\_\_ days after receiving the notice.
- II. If the Parties mutually agree on termination of this Contract in writing.
- III. If the Illustrator is unable to work due to a medical condition.
- IV. If one of the Parties dies.
- V. If one of the Parties chooses to terminate the Contract by providing a \_\_\_\_\_ days prior written notice.

b. In the event of termination, the Parties shall settle any outstanding payments in accordance with terms outlined in the compensation provision of this Contract.

c. Upon termination, the Client shall have the right to use the Illustrations completed up to the date of termination, subject to the terms of the intellectual property rights provision. The Client shall not have the right to use any unfinished Illustrations without the prior written consent of the Illustrator.

d. Upon termination, the Illustrator shall return to the Client all material belonging to the and permanently delete all information and programs from all their devices.

## 9. General Provisions

a. Entire Agreement. This Agreement (together with the other agreements and documents being delivered pursuant to or in connection with this Agreement) constitute the entire agreement of the parties hereto with respect to the subject matter hereof and thereof, and supersede all prior agreements and understandings of the parties, oral and written, with respect to the subject matter hereof.

b. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

c. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

d. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_.

e. Amendments and Modifications. This Agreement may be amended or modified only by a writing signed by both parties hereto, which makes specific reference to this Agreement.

**Illustrator Signature**

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**Client Signature**

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