

Art Commission Agreement

This Art commission Agreement (hereinafter "Agreement"), is made effective as of _____
by and between the following parties:

_____, hereinafter referred to as "Client," having an address at

Address: _____

eMail: _____

And Cricket Michel, hereinafter referred to as "Artist," having an address at

Address: _____

eMail: _____

Article 1 - SCOPE:

This agreement sets forth the terms and conditions whereby the Artist agrees to create a work of art (the "Work"), as described below or in an attached or referenced document, for the Client. Client has commissioned the Work.

Artist will be engaged solely and exclusively for the limited purpose of creating the Work for the Client.

Article 2 - THE WORK:

Section A - Description of Work

The Work begin commissioned for Artist to create though this Agreement is as follows:
(described below or in an attached or referenced document)

(Section A - Description of Work, continued on next page)

Artist Initial: _____ Client Initial: _____

Artist agrees to create the Work with the highest quality and care. Artist represents and warrants that Artist has the knowledge, skills, and experience necessary to produce the Work. Artist agrees that the Work will be original. Artist also guarantees that the final Work will be free from any plagiarism or likeness to a Work not belonging to or created by Artist.

The final Work will be sent as a high resolution (300dpi) digital file in the file format(s) the Client specifies below from the available list through a file-share link, such as Dropbox or Google Drive.

(please choose one or multiple)

JPG PNG PSD PDF

Client must provide the dimensions (in inches) and orientation (ex: Portrait or Landscape) of the Work either in the written description above or in the attached documents or files. This must also include the measurements for a bleed area and measurements in relation to the spine should the image be wrapped around a book cover. A template may be provided by the Client but is not necessary.

Section B - Concept Sketch

An initial Concept Sketch for communicating the design, composition, and idea of the Work as described in Article 2: Section A, will be made for the Client. The initial Concept Sketches may be very rough (lacking visual details, features, and color) sketches to visually grasp the general layout and feel of what the Client has described in Article 2: Section A. The re-drawing of the Concept Sketches may not exceed three in number. Should the Concept Sketches exceed three in number, a video/phone meeting or further written description will be requested by the Artist.

Should the Client need additional Concept Sketches after the initial three Concept Sketches, subsequent meeting and additional Concept Sketch submitted for approval that resulted from the meeting or additional descriptions, the Client will incur Fees at the Artist's discretion or what has been agreed upon in Article 5, and the Artist may request an extended deadline with no penalty of payment. Should the deadline be extended, another contract will be necessary.

Section C - Linework

Once there is written confirmation that the Concept Sketch is approved by the Client, the Artist will move forward with refining the Linework. The Artist will then get approval for the Linework from the Client before moving onto Coloring (Article 2: Section D).

Small changes to the Linework (ex: minor facial features, expressions, adding or taking away character's minor accessories, ect.) are allowed at this point through written documentation. Small Changes are limited to three requests. Should there be more than three Small Changes, the Client will incur Fees at the Artist's discretion or what has been agreed upon in Article 5, and the Artist may request an extended deadline with no penalty of payment.

Should the Client ask for Large changes** (ex: A different background, a swarm of Dragons added, a complete change in a character's appearance, ect.) the Client will incur Fees at the Artist's discretion or what has been agreed upon in Article 5 and may request an

Artist Initial: _____ Client Initial: _____

extended deadline with no penalty of payment. Should the deadline be extended, another contract will be necessary.

Should the Client request a Large change**, a complete redraw, or anything that would result in the Artist returning back to the Concept Sketch phase from the Linework phase of the Work after the Concept Sketch (Article 2: section B) had already been approved, the Client must pay additional fees. The Artist will request an extension to the deadline while incurring no penalty or penalty of payment. The additional fee amount is up to the discretion of the Artist or a predetermined amount agreed upon by the Client and Artist within this Agreement (see Article 5).

Section D - Coloring

Once there is Written confirmation that the Linework is approved by the Client, The Artist will move forward with Coloring. The Artist will then submit the Color Flat (Flat Color Fill that fills the Linework with no details rendered) proof to the Client for approval before the Artist moves on to the final stages of Coloring Rendering. The Client is welcome to request up to three changes in the Flat Color Fills. Should the Flat Color Fills requests exceed three in number, a video/phone meeting or another written description will be requested by the Artist.

Once the Flat Color Fill has been approved in writing from the Client, the Artist will move onto the Color Rendering and final stages of the Work. Once the Work is complete, the Artist will send the Work to the Client in the dimensions and file format described in this Agreement (Article 2: Section A).

Should the Client request a Large change**, a complete redraw, recolor or anything that would result in the Artist returning back to the Linework or Concept Sketch phase from the Coloring phase of the Work after the Linework (Article 2: section C) had already been approved, the Client must pay additional fees. The Artist will request an extension to the deadline while incurring no penalty or penalty of payment. The additional fee amount is up to the discretion of the Artist or a predetermined amount agreed upon by the Client and Artist within this Agreement (see Article 5).

****What is classified as a “Small” or “Large” change is up to the discretion of the Artist.**

Article 3 - DEADLINE:

Artist agrees that the Work will be completed by the following deadline: _____ (the “deadline”)

If the Work is not completed by the Deadline, Client may, at Client’s sole and exclusive discretion, rescind and cancel the Agreement. Any fees paid by the Client to the Artist shall be returned.

Should there be a significant delay between the Artist submitting Work for approval in The Work phases (as described in Article 2, Sections B-D) that exceeds more than 7 consecutive days without Client correspondence, the Artist may ask for an extension of the deadline without losing payment or incurring penalty.

Artist Initial: _____ Client Initial: _____

Should the Artist need to request an extension of the deadline due to health/mental health complications or causes beyond their control (such as, but not limited to: acts of God, acts of civil authorities, act of military authorities, riots, embargos, acts of nature and natural disasters, or any acts with unforeseen circumstance) the Artist may request an extension at the Client's discretion without penalties to compensation.

Article 4 - ARTIST REPRESENTATION:

Artist hereby represents and warrants that Artist is the exclusive holder of any and all rights in and to the Work and that as such rights may be assigned herein. Artist represents that no other individual or entity may claim any rights, title and/or interest in and to said work.

For the purpose of this Work, the Artist acknowledges that this Work is for a book cover and does not claim any monetary compensation beyond the initial compensation (Article 6).

The Artist will be credited in the publication for their Work and will be credited in publicity that the Client may use in promotion of the book that uses the Work, or any part of the work, as a visual component. The Artist may sign the Work or leave an Artist's Mark on the Work that must be visible in the final product. The Signature or Mark may not, however, intrude on the Work and is subject to approval by the Client in regards to placement and size.

Article 5 - COMPENSATION:

For the commission of the Work, Client will pay the Artist the following amount:

Compensation: (USD)\$ _____

Fees: USD \$ _____

Half (50%) of the compensation amount will be paid to Artist before Work begins and the second half (50%) will be paid to Artist upon Completion of Work as defined in Article 2, Section D.

Artist will invoice Client for both 50% payments. Artist will begin Work once payment is received for the first 50% payment of compensation. Once the Work is completed (as defined in Article 2) and the remaining 50% of Payment (and any subsequent Fees that may have occurred during the Works progression) is received by Artist from Client, the final file (from Article 2) will be sent via a cloud-based storage service (such as Dropbox or Google Drive) link for Client to download.

Artist's fees do NOT include the following number of revisions: 3; as defined from any of the Sections in Article 2 of the Contract.

Any additional revisions [beyond the previously defined number (3)] will incur further fees; to be discussed at the time of additional revisions requested, or left to the discretion of the Artist.

Artist Initial: _____ Client Initial: _____

Fees may also include (but are not limited to): Rush Fees, deadline shift requested by the Client and subsequent rush obligations to finish the Work, additional revisions, or deadline extension as requested by the Client. Additional Fees acquired after the initial signing of the Contract will be reflected in the invoice sent by the artist upon completion of the Work for completion of compensation.

See Article 2: Section B-D for what could result in fees. Article 2: Section B-D does not limit what fees could be applied for

If the Artist does not hear from the Client within the following specified number of days, the Work shall be considered accepted in whatever phase it is currently in with no further changes permitted: 7 Days

Should there be a significant delay between the Artist submitting Work for approval in the Work's phases (as described in Article 2, Sections B-D) that exceeds more than 7 consecutive days without Client correspondence, the Artist may ask for an extension of the deadline without losing payment or incurring penalty.

Article 6 - TERMINATION:

This agreement will automatically terminate when the Work has been completed, and the Client has paid the Artist in full.

Article 7 - KILL FEE:

If the Client decides to terminate this agreement prior to receiving the completed Work, the Client will compensate the Artist as follows:

- a. If the Work has been partially completed, ("Partially Completed" being from the Concept Sketch to the Linework phases, Article 2: Section B-C) the Client agrees to pay for the partial completion. The Client agrees to pay 50% of the Compensation amount, and any Fees incurred, as a Kill Fee for the Work. Client will not be entitled to receive the Work, and all intellectual property rights shall remain with the Artist.
- b. If the Work has been completed or is near completion (From the Flat Color Fill or Color rendering phases Article 2: Section D), the Client will pay the Artist the total Compensation amount, and any Fees as listed in this agreement or agreed upon through correspondence. The client will be entitled to receive the Work, and all intellectual property rights therein, if the Client chooses.

Article 8 - NO EMPLOYMENT OR AGENCY

Neither party is, by virtue of this Agreement, authorized as an agent, employee, or legal representative of the other. Except as specifically set forth herein, neither party shall have the

Artist Initial: _____ Client Initial: _____

power to control the activities and operations of the other, and its status at all time will continue to be that of an independent contractor relationship.

Article 9 - NON EXCLUSIVITY:

Client and Artist hereby acknowledge and agree that nothing contained herein is to establish an exclusive relationship between Parties. Artist shall remain free to continue working and taking on new clients at their discretion, without regards to the Client. Artist does not need Client approval for any such work.

Article 10 - INDEMNIFICATION:

Client shall defend, indemnify, and hold the Artist harmless from and against all losses, damages, liabilities, deficiencies, actions, judgements, interests, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorney's fees) arising out of or resulting from Client's acts or omissions or the breach of any representation, warranty, or obligation under this Agreement.

Article 11 - SURVIVAL:

Any provision of the Agreement, which by its terms imposes continuing obligations on either of the Parties shall survive termination of this Agreement.

Article 12 - GOVERNING LAW:

This agreement shall be governed by and constructed in accordance with the internal laws of California, USA without giving effect to any choice or conflict of law provision or rule. Each party irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts located in the following county in any legal suit, action, or proceeding arising out of or based upon this Agreement of the works provided hereunder: Los Angeles

Article 13 - BENEFIT:

This agreement shall be binding upon and shall inure to the benefit of each of the parties hereto, and to their respective heirs, representatives, successors, assigns, Power of Attorney, or Advanced Directive representative.

Article 14 - COUNTERPARTS:

This Agreement may be executed in counterparts, all which shall constitute a single agreement.

Article 15 - NOTICES:

Artist Initial: _____ Client Initial: _____

All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement. All notices shall be delivered by eMail or at the address which the Parties may designate to each other through personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only if (a) the receiving party has received the Notice and (b) the party giving the Notice has complied with the requirements of the Section.

Article 16 - FORCE MAJEURE:

Artists is not liable for any failure to perform due to causes beyond their reasonable control including, but not limited to: acts of God, acts of civil authorities, act of military authorities, riots, embargos, acts of nature and natural disaster, and other acts which may be due to unforeseen circumstances.

Article 17 - HEADINGS:

Headings in this Agreement are for convenience only. Headings shall in no way affect the provisions themselves and shall not be construed in any way that would limit or otherwise affect the terms of this Agreement.

Article 18 - ENTIRE AGREEMENT; MODIFICATION:

This Agreement embodies the entire agreement between the Client and the Artist relating to the subject matter hereof. This Agreement may be changed, modified, or discharged only if agreed to in writing by both Parties.

Both Artist and Client must initial each page of this Agreement. Initialing the pages signifies the one initialing the page (either the Client or Artist) has read and understands the content written within and what they are agreeing to.

IN WITNESS WHEREOF, the Parties execute this Agreement as follows:

Client

Name: _____

Signature: _____

Artist:

Name: _____

Signature: _____

Artist Initial: _____ Client Initial: _____