



CLIENT: _____ Date: ____ / ____ / ____

Commissioned By: _____

Job Number: _____

Client's Job Number: _____

ASSIGNMENT DESCRIPTION: _____

DELIVERY SCHEDULE: _____

FEE: (OR PAYMENT SCHEDULE) _____

ESTIMATED EXPENSES: (MARK N/A IF NOT APPLICABLE) _____

Extended long-distance phone calls: _____ Shipping & Insurance: _____
Transit & Travel: _____ Other Expenses: _____
Messengers: _____ Client's Alterations: _____
Cancellation Fee: _____ Before Sketches: _____

After Sketches: _____

After Finish: _____

Sale of Original Art: _____

RIGHTS: _____

Any usage rights not exclusively transferred are reserved to Enrichmond Entertainment. Usage beyond that granted to the Client herein shall require payment of a mutually agreed upon additional fee subject to all terms.

For Use in Magazines and Newspapers, First North American Reproduction Rights Unless Specified Otherwise Here:

For all other uses, the Client acquires only the following rights:

Title or Product: _____
Category of Use: _____
Medium of Use: _____
Geographic Area: _____
Time Period: _____
Number of Uses: _____
Other: _____

Original artwork, including sketches and any other preliminary material, remains the property of Enrichmond Entertainment, unless purchased by a payment of a separate fee. Any transfer of rights is conditional upon written receipt of full payment.

TERMS:

1. Time for Payment

Payment is due within thirty (30) days of receipt of invoice. A 1.5% monthly service charge will be billed for late payment. The grant of any license or right of copyright is conditioned on receipt of full payment. Any advances or partial payments shall be indicated under Payment Schedule on front.

2. Default in Payment

The Client shall assume responsibility for all collection of legal fees necessitated by default in payment.

3. Grant of Rights

The grant of reproduction rights is conditioned on receipt of payment.

4. Estimates

The fees and expenses shown are minimum estimates only. Final fees and expenses shall be shown when invoice is rendered. The Client's approval shall be obtained for any increases in fees or expenses that exceed the original estimate by ten percent (10%) or more.

5. Sales Tax

The Artist shall be responsible for the payment of sales tax, if any such tax is due.

6. Time for Payment

In the event of cancellation or breach by the Client, the Artist shall retain ownership of all rights of copyright and the original artwork, including sketches and any other preliminary materials. The Client shall pay the Designer according to the following schedule: fifty percent (50%) of original fee if canceled after preliminary sketches are completed, one hundred percent (100%) if canceled after completion of finished art.

7. Alterations

Alteration to artwork shall not be made without consulting the initial Artist, and the Artist shall be allowed the first option to make alterations when possible. After acceptance of artwork, if alterations are required, a payment shall be charged over the original amount.

8. Revisions

Revisions not due to the fault of the Artist shall be billed separately.

9. Credit Line

On any contribution for magazine or book use, the Artist shall receive name credit in print. If name credit is to be given with other types of use, it must be specified here:

10. If this box is checked, the Illustrator shall receive copyright notice adjacent to the work in the form:
©200__ Ryan D. Richmond

11. Return of Artwork

The Client assumes responsibility for the return of the artwork in undamaged condition within thirty (30) days of first reproduction.

12. Loss or Damage to Artwork

The value of lost or damaged artwork is placed at no less than \$ _____ per piece.

Unauthorized Use

The Client will indemnify the Artist against all claims and expenses, including reasonable attorney's fees, arising from uses for which no release was requested in writing or for uses exceeding the authority granted by a release.

14. Warranty of Originality

The Artist warrants and represents that, to the best of his knowledge, the work assigned hereunder is original and has not been previously published, or that consent to use has been obtained on an unlimited basis; that all work or portions thereof obtained through the undersigned from third parties is original or, if previously published, that consent to use has been obtained on an unlimited basis; that the Artist has full authority to make this agreement; and that the work prepared by the Artist does not contain any scandalous, libelous, or unlawful matter. This warranty does not extend to any uses that the Client or others may make of the Artist's product which may infringe on the rights of others. Client expressly agrees that it will hold the Artist's product to the extent such use infringes on the rights of others.

Limitation of Liability

Client agrees that it shall not hold the Artist or his agents or employees liable for any incidental or consequential damages which arise from the failure to perform any aspect of the Project in a timely manner, regardless of whether such failure was caused by intentional or negligent acts or omissions of the Artist or a third party.

16. Dispute Resolution

Any disputes in excess of the maximum limit for small claims court arising out of this Agreement shall be submitted to binding arbitration before the Joint Ethics Committee or a mutually agreed upon arbitrator pursuant to the rules of the American Arbitration Association. The Arbitrator's award shall be final, and judgment may be entered in any court having jurisdiction thereof. The Client shall pay all arbitration and court costs, reasonable attorney's fees, and legal interest on any award of judgment in favor of the Artist.

Acceptance of Terms

The signature of both parties shall evidence acceptance of these terms.

Consented and Agreed to:

Date:

Artist/Designer signature:

Authorized signature:

