

Estimate & Confirmation Form

To: _____ Date: _____
 Commissioned by: _____
 Illustrator's Job Number: _____
 Client's Job Number: _____
 P.O. Number: _____

ASSIGNMENT DESCRIPTION:

DELIVERY SCHEDULE:

FEE PAYMENT SCHEDULE:

ESTIMATED ITEMIZED EXPENSES (OTHER BILLABLE ITEMS)

Meetings: _____ Sale of Original Art: _____
 Transportation and Travel: _____ Production: _____
 Shipping & Insurance: _____ Miscellaneous: _____
 Client's Alterations: _____ Sales Tax: _____
 Design: _____ Payments on Account: _____

QTY.	DESCRIPTION	RIGHTS	EACH	AMOUNT

TOTAL: _____

RIGHTS TRANSFERRED

Any usage rights not exclusively transferred are reserved to the Illustrator. 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 _____

If job stopped for any reason this % is due:
 After Sketches 25%
 After Tight Drawing 50%
 After Final 100%

Original artwork, including sketches and any other preliminary materials, remains the property of the Illustrator unless purchased by payment of a separate fee subject to all terms. Any transfer of rights is conditional upon receipt of full payment.

TERMS

1. Time for Payment

Payment is due within 30 days of receipt of invoice. A 1 1/2% monthly service charge will be billed for late payment.

2. Default in Payment

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

3. Expenses

The Client shall reimburse the Illustrator for all expenses arising from the assignment.

4. Sales Tax

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

5. Grant of Rights

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

6. Credit Lines

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

[] If this box is checked, the Illustrator shall receive copyright notice adjacent to the work in the form:

7. Additional Limitations

If the Illustrator and the Client have agreed to additional limitations as to either the duration or geographical extent of the permitted use, specify here:

8. Return of Artwork

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

9. Loss or Damage to Artwork

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

10. Alterations

Alteration to artwork shall not be made without consulting the initial Illustrator, and the Illustrator 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.

11. Unauthorized Use

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

12. Warranty of Originality

The Illustrator warrants and represents that, to the best of his/her 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 Illustrator has full authority to make this agreement; and that the work prepared by the Illustrator 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 Illustrator's product that may infringe on the rights of others. Client expressly agrees that it will hold the Illustrator harmless for all liability caused by the Client's use of the Illustrator's product to the extent such use infringes on the rights of others.

13. Limitation of Liability

Client agrees that it shall not hold the Illustrator or his/her agents or employees liable for any incidental or consequential damages that arise from the Illustrator's 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 Illustrator or a third party.

14. Dispute Resolution

Any disputes in excess of \$15,000 (maximum limit for small-claims court arising out of this Agreement shall be submitted to binding arbitration before 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 Illustrator.

Consented and agreed to

Illustrator signature:

Date:_____

Client name:

Authorized signature:

Date:_____