

COMIC ART COMMISSION AGREEMENT

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This Comic Art Commission Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[ARTIST LEGAL NAME], an individual residing at [ARTIST ADDRESS] (or a [STATE] [ENTITY TYPE]) (the "**Artist**"); and

[CLIENT LEGAL NAME], an individual residing at [CLIENT ADDRESS] (or a [STATE] [ENTITY TYPE]) (the "**Client**").

Artist and Client are each a "**Party**" and together the "**Parties**."

Recitals. Client wishes to commission the Artist to create original comic artwork, and the Artist is willing to create that artwork on the terms below. The Parties intend to define the scope, the number of pages or panels, the deliverable formats, the rights granted, and the Artist's right to display the work in a portfolio. In consideration of the mutual promises below, the Parties agree as follows.

1. Description of the Commission

1.1 The Work. The "**Work**" means the original comic artwork described in **Exhibit A (Commission Brief)**, including the type of work (for example, a single illustration, character sheet, cover, or [NUMBER]-page sequential story), the characters, style, and any script or panel breakdown the Client provides.

1.2 Specifications. Unless Exhibit A states otherwise, the Work will be created at [DIMENSIONS / DPI, e.g. 300 DPI], in [color / black and white / inks], and delivered as [FILE FORMAT(S), e.g. layered PSD plus flattened PNG].

1.3 Stages. The Work will progress through stages, which unless Exhibit A states otherwise are: (a) thumbnails or rough sketch; (b) line art or pencils; (c) inks and/or color; and (d) final delivery. Client review occurs at each stage.

1.4 Reference and script. Client will provide reference material, character descriptions, and any script or dialogue. Client represents that it has the rights to provide that material for use in the Work.

2. Revisions and Approvals

2.1 Included revisions. Exhibit A states the number of revision rounds included at each stage. Unless Exhibit A says otherwise, each stage includes [NUMBER, e.g. 2] rounds of minor revisions.

2.2 Review window. Client will review each stage and either approve it or provide consolidated written notes within [NUMBER, e.g. 5] business days. If Client does not respond within that window, the Artist may proceed to the next stage on written notice.

2.3 **Major changes.** Revisions that require redrawing approved work, changing the agreed composition, or adding pages or panels beyond the brief are out of scope and billed separately or as a change to Exhibit A.

2.4 **Approval locks a stage.** Once Client approves a stage, the Artist may rely on that approval and need not revisit it for free if Client later changes its mind.

3. Fees, Deposit, and Payment

3.1 **Commission fee.** Client will pay the Artist a total commission fee of [AMOUNT] in [CURRENCY], exclusive of taxes, as set out in Exhibit A.

3.2 **Deposit.** Client will pay a non-refundable deposit of [AMOUNT or PERCENTAGE, e.g. 50%] before the Artist begins, credited against the total fee.

3.3 **Balance.** The balance is due [ON APPROVAL OF FINAL LINE ART / BEFORE FINAL FILE DELIVERY / PER EXHIBIT A]. The Artist may withhold delivery of full- resolution final files until the fee is paid in full.

3.4 **Late payment.** Undisputed amounts not paid when due accrue interest at the lesser of [e.g. 1.5%] per month or the maximum rate permitted by applicable law.

3.5 **Taxes.** Each Party is responsible for its own taxes. The fee is exclusive of any applicable sales or similar taxes, which Client will pay if required.

4. Ownership and License of the Work

4.1 **Background IP.** The Artist retains ownership of its pre-existing materials, brushes, techniques, and reusable assets ("Background IP"), and Client retains ownership of any pre-existing characters and story it provides.

4.2 **Grant for a personal commission.** Unless Section 4.3 applies, the Artist retains copyright in the Work and grants Client a non-exclusive, worldwide, perpetual license to use the Work for [personal / non-commercial] purposes, including printing for personal use and sharing online with credit to the Artist.

4.3 **Assignment for a commercial commission (optional).** [OPTIONAL: If Client is commissioning the Work for commercial use or as a work product it will own, select this. Subject to Client's full payment, the Artist assigns to Client all right, title, and interest in the Work created specifically for Client, excluding the Artist's Background IP, which is licensed to Client as part of the Work.]

4.4 **Credit.** Where the Work is published or displayed, Client will credit the Artist as [ARTIST CREDIT LINE] unless the Parties agree the Work is delivered without credit.

4.5 **Artist portfolio.** The Artist may display the Work and process images in its portfolio, social media, and reels and may sell prints of personal (non-assigned) work, unless Exhibit A imposes a confidentiality hold for a stated period.

5. Original Physical Artwork (If Any)

5.1 **Traditional media.** If the Work is created in traditional media, ownership of the physical original is addressed in Exhibit A. Absent a statement, the Artist keeps the physical original and Client receives the agreed digital files.

5.2 **Shipping.** If the Parties agree the physical original transfers to Client, Client bears shipping and insurance costs, and risk of loss passes on the Artist's delivery to the carrier.

6. Representations and Warranties

6.1 By the Artist. The Artist represents that the Work, excluding Client- supplied characters and reference, will be original to the Artist and, to the Artist's knowledge, will not infringe a third party's rights.

6.2 By Client. Client represents that the characters, script, and reference it provides do not infringe a third party's rights and that Client has the right to use them in the Work.

6.3 No AI substitution. Unless the Parties expressly agree otherwise in Exhibit A, the Artist will create the Work by the Artist's own hand and will not deliver output generated by an AI image generator in place of the commissioned artwork.

7. Cancellation and Kill Fee

7.1 Client cancellation. If Client cancels before completion, the deposit is non-refundable, and Client will pay for work completed to the cancellation date on a pro-rata basis, up to the total fee.

7.2 Artist cancellation. If the Artist cancels before completion for a reason other than Client's breach, the Artist will refund any amount paid for work not delivered and deliver any completed, paid stages in their current form.

8. Limitation of Liability and Indemnification

8.1 Limitation. Except for indemnification obligations or a Party's gross negligence or willful misconduct, neither Party is liable for indirect, incidental, special, or consequential damages, and each Party's total liability will not exceed the commission fee.

8.2 Indemnification. Each Party will defend and indemnify the other against third-party claims arising from the material that Party supplied or from that Party's breach of its representations, subject to prompt notice and reasonable cooperation.

9. General Provisions

9.1 Independent contractor. The Artist is an independent contractor. Nothing creates a partnership, joint venture, agency, or employment relationship.

9.2 Governing law and venue. This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules, and the Parties submit to the exclusive jurisdiction of the courts located in [COUNTY, STATE].

9.3 Assignment. Neither Party may assign this Agreement without the other's prior written consent.

9.4 Notices. Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

9.5 Entire agreement; amendment. This Agreement, with its Exhibits, is the entire agreement between the Parties on its subject and may be amended only by a writing signed by both Parties.

9.6 Severability; waiver. If any provision is unenforceable, the rest remains in effect, and a Party's failure to enforce a provision is not a waiver.

9.7 Counterparts and electronic signature. This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

ARTIST**CLIENT**

Signature: _____

Signature: _____

Printed name: **[NAME]**Printed name: **[NAME]**Title: **[TITLE or N/A]**Title: **[TITLE or N/A]**

Date: _____

Date: _____

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