

# ILLUSTRATION AGREEMENT

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

[ILLUSTRATOR LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. sole proprietor / limited liability company] (or an individual residing at [ILLUSTRATOR ADDRESS]) ("**Illustrator**"); and

[CLIENT LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [CLIENT ADDRESS] ("**Client**").

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

**Recitals.** Client wishes to commission Illustrator to create one or more original illustrations, and Illustrator wishes to perform that work, on the terms below. The commission is described in **Schedule A** (Commission Brief). In consideration of the mutual promises below, the Parties agree as follows.

## 1. The Commission

1.1 **Services.** Illustrator will create the original illustration work described in **Schedule A** (the "**Services**"; the resulting artwork, the "**Artwork**") with reasonable skill and care consistent with professional illustration standards.

1.2 **Commission brief.** **Schedule A** describes the commission, including subject matter, style, medium, dimensions, color, number of illustrations, and intended use.

1.3 **Client responsibilities.** Client will provide timely access to reference materials, briefs, feedback, and approvals. Illustrator is not responsible for delays caused by Client's failure to meet these responsibilities, and timelines and fees may be equitably adjusted.

1.4 **Creative control.** Illustrator retains reasonable creative discretion in executing the brief, subject to Client's approval rights under Section 2.

## 2. Sketches, Revisions, and Approval

2.1 **Sketches.** Illustrator will present [NUMBER, e.g. one (1) to two (2)] preliminary sketches or concepts for the Artwork unless **Schedule A** states otherwise.

2.2 **Revisions.** The fee includes [NUMBER, e.g. two (2)] rounds of revisions to the selected sketch. A "round" means one consolidated set of written feedback. Substantive changes to the concept after sketch approval, or additional rounds, are billed at [RATE] or as stated in **Schedule A**.

2.3 **Approval.** Client will provide consolidated written feedback or approval within [NUMBER, e.g. 5] business days of each submission. A sketch or final is deemed approved if Client does not respond within that period after Illustrator's written reminder.

2.4 **Final delivery.** On final approval and full payment, Illustrator will deliver the final Artwork in the formats and resolution stated in **Schedule A**.

### 3. Fees and Payment

3.1 **Fees.** Client will pay the fees stated in **Schedule A**, in **[CURRENCY, e.g. US dollars]** and exclusive of taxes.

3.2 **Deposit.** Client will pay a non-refundable deposit of **[e.g. 50% / AMOUNT]** before Illustrator begins work. The deposit is applied to the total fee.

3.3 **Kill fee.** If Client cancels after work begins but before completion, Illustrator will retain the deposit and be paid a pro-rata amount for work performed (a "Kill Fee") of **[e.g. the deposit plus work to date / a stated percentage]**, as set out in **Schedule A**.

3.4 **Invoicing and payment.** Illustrator will invoice Client **[ON MILESTONES / ON COMPLETION / AS STATED IN SCHEDULE A]**. Client will pay each undisputed invoice within **[NUMBER, e.g. 15]** days of the invoice date.

3.5 **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.

3.6 **Taxes.** Client is responsible for all sales, use, and similar taxes arising from the Services, except taxes based on Illustrator's net income.

### 4. Rights and Ownership

4.1 **License or assignment.** Select one in **Schedule A**: (a) **License.** Illustrator retains the copyright and grants Client a **[exclusive / non-exclusive]** license to use the Artwork for the use, media, territory, and term described in **Schedule A**; or (b) **Assignment.** On full payment, Illustrator assigns to Client all right, title, and interest in the final Artwork, excluding Illustrator's pre-existing materials.

4.2 **Reservation.** Unless **Schedule A** provides for full assignment, Illustrator retains all rights not expressly granted, including the right to use the Artwork in its portfolio and to reproduce it as fine-art prints for personal sale, subject to Section 4.5.

4.3 **Original physical artwork.** Where the Artwork is created in a physical medium, ownership of the original physical piece is addressed in **Schedule A**. Transfer of a physical original does not by itself transfer copyright.

4.4 **Moral rights and credit.** Where required by **Schedule A** or applicable law, Client will credit Illustrator as the author in the form **[e.g. "Illustration by [ILLUSTRATOR NAME]"]** and will not modify the Artwork in a way that is prejudicial to Illustrator's reputation without consent.

4.5 **Portfolio rights.** Illustrator may display the Artwork and describe the commission in its portfolio and marketing after public release, unless **Schedule A** restricts this for confidentiality.

### 5. Change Orders

5.1 **Requests.** Either Party may request a change to the brief, deliverables, or schedule. A requested change takes effect only when both Parties sign a written change order describing the change and its impact on fees and timeline.

5.2 **No obligation until signed.** Illustrator is not obligated to perform out-of-scope work until a change order is signed.

### 6. Term and Termination

**6.1 Term.** This Agreement begins on the Effective Date and continues until the Artwork is delivered and accepted, unless terminated earlier.

**6.2 Termination for convenience.** Either Party may terminate on **[NUMBER, e.g. 10]** days' prior written notice. On termination by Client, Section 3.3 (Kill Fee) applies, and Illustrator grants rights only in work paid for.

**6.3 Termination for cause.** Either Party may terminate immediately on written notice if the other materially breaches and fails to cure within **[NUMBER, e.g. 10]** days after written notice describing the breach.

**6.4 Survival.** Sections 3 (for accrued amounts), 4, 7, 8, and 9 survive termination.

## 7. Representations and Warranties

**7.1 By Illustrator.** Illustrator represents that the Artwork will be its original work and that, to its knowledge, it does not infringe a third party's intellectual property rights, excluding Client-supplied reference and Client-directed content.

**7.2 By Client.** Client represents that reference materials and content it provides are accurate, lawful, and do not infringe third-party rights, and that it has the right to use them.

**7.3 Disclaimer.** Except as expressly stated, the Artwork is provided without other warranties, express or implied, including merchantability and fitness for a particular purpose.

## 8. Indemnification and Limitation of Liability

**8.1 By Illustrator.** Illustrator will defend Client against third-party claims that the Artwork, as delivered by Illustrator and excluding Client-supplied content, infringes that party's intellectual property rights, and will indemnify Client for resulting damages, subject to Section 8.3.

**8.2 By Client.** Client will defend Illustrator against third-party claims arising from Client-supplied reference, Client-directed content, or Client's use of the Artwork outside the licensed scope, and will indemnify Illustrator for resulting damages.

**8.3 Limitation.** Neither Party is liable for indirect, incidental, special, consequential, or punitive damages. Except for the indemnification obligations and a Party's gross negligence or willful misconduct, each Party's total aggregate liability will not exceed the total fees paid or payable under this Agreement.

## 9. General Provisions

**9.1 Independent contractor.** Illustrator 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. The Parties submit to the exclusive jurisdiction of the state and federal courts located in **[COUNTY, STATE]**.

**9.3 Assignment.** Neither Party may assign this Agreement without the other's prior written consent, except to a successor in connection with a merger or sale of substantially all assets, on written notice.

**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, together with **Schedule A** and any change orders, is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

9.6 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. 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.

**Schedule A — Commission Brief**

- **Project description / subject:** [DESCRIPTION] - **Style / medium:** [e.g. digital, watercolor, vector] - **Number of illustrations:** [NUMBER] - **Dimensions / resolution / formats:** [SPECIFICATIONS] - **Intended use:** [e.g. book cover, packaging, editorial] - **Rights model:** [license (exclusive / non-exclusive) — use/media/territory/term, OR full assignment] - **Original physical artwork:** [retained by Illustrator / delivered to Client] - **Credit required:** [yes — form / no] - **Sketches presented:** [NUMBER] - **Revision rounds included:** [NUMBER] - **Kill Fee terms:** [DESCRIBE] - **Timeline / milestones:** [DATES] - **Fees, deposit, and payment schedule:** [AMOUNTS AND TERMS] - **Portfolio rights:** [permitted / restricted]

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

**ILLUSTRATOR**

**CLIENT**

Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE or N/A]	Title: [TITLE]
Date: _____	Date: _____

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