



Illustrator's Contract

The purpose of this contract is to ensure both the client and the illustrator understand exactly what is being asked and under what conditions.

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II. Scope

The illustrator will illustrate and design in a style that is like the illustrator's portfolio pieces.

The client must provide a detailed description of what elements, actions, or details must be included on each page along with the exact text that will be on each page so the illustrator can layout each page (make space to accommodate text) before illustrating.

The dimensions of each book page and cover must be discussed and determined with the client and illustrator to accommodate illustration dimensions and future distribution (as an eBook or hardcover/paperback print).

Layout sketches/Storyboards will be created by the illustrator and sent to the client through email then agreed upon by both parties. After the consensus of storyboards, the illustrator then proceeds to illustrate each page in the book.

One illustration that covers two pages will count as two illustrations on the invoice.

Such services as marketing, publication, and advertisement are not included in the creation of this project.

The illustrations for this project are intended to be completed digitally to accommodate for any revisions or mishandles within transit (if done traditionally) and to reduce the cost of supplies and shipping.

In terms of printing, the illustrator does not handle printing physical copies of the book once the illustrations are completed. However, the illustrator is willing to resend the finished files in a different format (EPUB, PDF, Interactive PDF, etc.) at no additional charge.

III. Copyright

Copyright notice in the illustrator's name shall be published with the work when it is reproduced to ensure proper authorship credit. For example, "Illustrated by Cadillac Cartoonz or Jamarie Bush" on the front cover.

The illustrator guarantees that the client's manuscript is owned entirely by the client and that the client will hold harmless, protect, and defend the illustrator from any claim or suit regarding the story.

The illustrator is the copyright owner and should retain all work created for the client.

The client retains the copyright to the manuscript.

IV. Additional Uses

If the client wishes to make any additional uses of the work, the client agrees to seek permission from the illustrator and make such payments as are agreed to between both parties.

The client is free of charge to use the illustrator's artwork to promote the work in catalogues, advertisements, and other promotional material.

V. Confidentiality

Invoices and other documents that contain personal information such as bank numbers, home addresses, and phone numbers sent amongst both parties are to be kept confidential and should not be shared or discussed with any party outside of this contract.

Failure to comply will result in unauthorized parties receiving sensitive information that the illustrator nor the client is willing to share.

Sensitive information being discussed among both parties must always be kept confidential, especially after the completion of the project.

VI. Illustrator's Copies

The client shall furnish the illustrator with 10 free copies of the work upon publication.

VII. Ownership

The ownership of the original artwork, including sketches and any other materials created in the process of making the finished art, shall remain with the illustrator.

VIII. Pricing

For illustrations, the illustrator charges **\$60** per illustration. The illustrations created by the illustrator are going to be featured in a children's book, multiply \$60 by the number of pages including both the front and back covers.

Before beginning the project, the illustrator requires a \$50 non-refundable deposit which will then be deducted from the total amount on the final invoice once the project is completed.

IX. Revisions

The client is asked by the illustrator to be as specific as possible when it comes to character design, color choice, background design, and layout. The first revision to each page are free, any further revisions will be an additional \$30.

The illustrator is willing to do a maximum of 10 revisions per illustration.

X. Cancellation

If, for any reason, the client decides to cancel the project(s) after signing and after the illustrator has started the process of completing the project, the client must properly compensate the illustrator for the time, effort, and work that has been completed up until the cancellation time and date.

- \$15 for Character Sketches (Unfinished Project)

- \$15 for Layout Designs and Storyboards (Unfinished Project)
- \$60 for Each Completed Illustration (Unfinished Project)

After completion of the project, there will be no additional charges incurred for the above listings.

XI. Payment

Upon completion of the project, the illustrator must send an invoice along with the submission of illustrations that outline the details of the project. The illustrator is required to receive payment in full incurred by the client within 14 days of receiving the invoice along with the submission of illustrations.

The client has the option to make digital payments through the following digital finance applications:

- CashApp (\$cadillaccartoonz)
- Google Pay (jabush240@gmail.com)
- Apple Pay (illustrator will provide confidentially)

Or to properly mail a physical check or money order that is payable to the illustrator and sent to the illustrator's home address that the illustrator will provide confidentially.

XII. Royalties

Through the sale of 1,000 copies, the illustrator is entitled to royalties. For all copies sold more than 1,000, the illustrator is entitled to 25% of the profit of each book, to be paid on the first of each month.

The illustrator should be notified about each 1,000 that are sold.

XIII. Late Fees

If payment is not received within two weeks of having sent an invoice, a late fee of \$0.25 per day will be added.

Any applicable late fees will cease once the client has completed the final payment as stated on the invoice.

XIV. Contract Termination

If either party feels that a satisfactory agreement cannot be reached regarding the proposed layout even after five revisions have been made, either party may terminate the contract at that time via email or SMS notice to the other party. No payment is required.

Once the first illustration and potential revisions are completed, If the client is dissatisfied with the first illustration or if the illustrator feels unable to meet the style expectations for the rest of the book based on feedback from the first revision, either party may terminate the contract at that time via email notice to the other party. No payment will be required.

XV. Sample Invoices

The first invoice will be sent along with this contract.

A. Upon Beginning the Process

| Quantity | Detail | Unit Price | Total |
|----------|------------------------|------------|---------------------|
| 1 | Non-Refundable Deposit | \$50 | \$50 |
| | | | Subtotal: \$50 |
| | | | Tax: Not applicable |
| | | | Amount: \$50 |

The purpose of the second invoice is outlining all the charges that the client incurred during the creation process.

B. After Completion of Project

| Quantity | Detail | Unit Price | Total |
|----------|--|------------|---------------------|
| 15 | Illustration(s) (Not Counting the Covers) | \$60 | \$900 |
| 5 | Revision(s) | \$20 | \$100 |
| 1 | Cover: Front + Title Page | \$60 | \$60 |
| 1 | Cover: Back | \$60 | \$60 |
| 2 | Character Sketches (Finished Project) | \$0 | \$0 |
| 2 | Character Sketches (Unfinished Project) | \$15 | \$60 |
| 2 | Layout and Storyboards (Finished Project) | \$0 | \$0 |
| 2 | Layout and Storyboards (Unfinished Project) | \$15 | \$60 |
| 1 | Non-Refundable Deposit (see <i>Pricing</i>) | -\$50 | -\$50 |
| | | | Subtotal: \$1,190 |
| | | | Tax: Not applicable |
| | | | Amount: \$1,190 |

XVI. Agreement

Client (Please Print)

Date

Client Signature

Date

Client Witness Print (not Required)

Date

Client Witness Signature (Not Required)

Date

Illustrator Print

Date

Illustrator Signature

Date