

Illustrative Agreement

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General Information

Illustrative Agreement

This Illustrative Agreement is between an illustrator and an individual who requests that the illustrator create images for a written work such as a children's book, textbook and how-to book. This agreement sets out the specifics of the arrangement including the details of the project, delivery schedule and how much the illustrator will be paid. It also contains a copyright grant of rights and ownership of original artwork provisions.

It is imperative that this type of agreement be memorialized in a clear and concise manner. A well-written Illustrative Agreement will prove invaluable in the event there are questions or misunderstandings as to who holds the right and title to any illustrations contained within a work.

Instructions and Checklist

Illustrative Agreement

- Both parties must read the agreement carefully.
- Insert all requested information in the spaces provided on the form.
- Read the "Grant of Rights" and "Ownership of Original Artwork" provisions carefully. If they are complicated or ambiguous, please set out examples to ensure they are clearly understood.
- Read the "Price" and "Payment Schedule " provisions carefully and review the payment structure to ensure it is correct.
- This form contains the basic terms and language that should be included in similar agreements.
- Both the illustrator and recipient must sign the agreement.
- Both parties should retain either an original or copy of the signed agreement.
- All legal documents should be kept in a safe location such as a fireproof safe or safe deposit box.

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ILLUSTRATIVE AGREEMENT

This Illustrative Agreement is made this ____ day of _____, 20_____, [*Instruction: Insert date,*] by and between _____ [*Instruction: Insert Illustrator's name.*], (the "Illustrator") and _____ [*Instruction: Insert name of person requesting illustration*] (the "Recipient").

RECITALS

- A. **WHEREAS** the Illustrator agrees to create certain illustrations for the textbook, _____ (hereinafter referred to as the "**Project**").
- B. **AND WHEREAS** the Recipient desires to acquire the services of the Illustrator for the purposes of designing and creating illustrations for the project;
- C. **NOW, THEREFORE**, in consideration of the promises and other good and valuable consideration set forth, the parties agree as follows:

AGREEMENT

1. **Delivery Schedule.** The Illustrator agrees to create approximately _____ figures consisting of approximately _____ separate illustrations to be included in the Project. Illustrations are to be rendered in full color and provided in digital format to the Recipient, along with color prints that are to provide as a color guide (not a "contract proof") for the reproduction of the illustrations.
2. **Grant of Rights.** The Illustrator hereby agrees to transfer all copyrights to the recipient, on receipt of full amount described herein. The Illustrator shall keep hold of all rights of authorship, including the right to use the illustrations for non-commercial, promotional purposes. The Illustrator shall be given written acknowledgment for authorship of the illustrations.
3. **Ownership of Original Artwork.** The Illustrator shall retain ownership of all sketches and original artwork.
4. **Price.** The Recipient hereby agrees to pay the Illustrator _____ for the _____ illustrations included in the Project at the date of this Agreement. Any illustrations requested after the date of this agreement will be subject to the terms of this Agreement, but will be priced and invoiced individually, in addition to the _____ illustrations included in this Agreement.
5. **Payment Schedule.** The Illustrator hereby agrees to provide a monthly invoice that will include a description and a price for all work completed to date. The Recipient hereby agrees to pay the Illustrator within ____ days following the receipt of the Illustrator's invoice, and agrees to pay a fee of _____ of the invoice total for payments made after ____ days from receipt of the invoice.
6. **Changes.** Any changes to the content of the illustrations after the illustrator has begun work on the illustrations shall be termed "Additional Alterations." Likewise, any changes to the

artwork that are requested by any author at any time after the approval of the pencil sketches, and that are not due to an error on the part of the Illustrator, shall be termed "Additional Alterations." The Illustrator will be compensated for all Additional Alterations an amount in addition to the Price _____ based on the time taken to make the required changes.

7. Cancellation. If the Project is cancelled by the Primary Author, the Recipient, or any other controlling authority before the Illustrator has completed the illustrations described, the illustrator shall be paid _____ of the completed price for any pencil sketches that have been started but have not been approved; _____ of the completed price for any pencil sketches that have been approved, and _____ of the completed price for any final color illustrations that have been completed.

8. Acceptance of Terms. The signature of all parties below shall evidence acceptance of these terms.

Consented and agreed to:

Illustrator's authorized signature _____
Date

Name and Title

Recipient's authorized signature _____
Date

Name and Title