

CONFIRMATION OF ASSIGNMENT

Please note: invalid until signed and dated by Rachel Perkins. Call or write to formally initiate a project.

Rachel Perkins Illustration
549 Riverside Drive #3L
New York, NY 10027
212.749.9553
rpillustration@hotmail.com



Agreement entered into as of the ___ day of ___, 20___, between ___ (hereinafter referred to as the Client), located at ___, and Rachel Perkins (hereinafter referred to as the Illustrator), located at 549 Riverside Drive, New York NY 10027, with respect to the creation of certain illustrations (hereinafter referred to as the Work).

Whereas, Illustrator is a professional illustrator of good standing; Whereas, Client wishes the Illustrator to create certain Work described more fully herein; and Whereas, Illustrator wishes to create such Work. Now, Therefore, in consideration of the foregoing premises and the mutual covenants hereinafter set forth and other valuable considerations, the parties hereto agree as follows:

1. DESCRIPTION.

The Illustrator agrees to create the Work in accordance with the following specifications:

- Subject matter
Number of illustrations in color
Number of illustrations in black and white
Size of illustrations
Medium for illustrations
Other specifications
Client purchase order number
Job number

2. DUE DATE.

The Illustrator agrees to deliver sketches within ___ days after the later of the signing of this Agreement or, if the Client is to provide reference, layouts, or specifications, after the Client has provided same to the Illustrator. Finished art shall be delivered ___ days after the approval of sketches by the Client.

3. GRANT OF RIGHTS.

Upon receipt of full payment, the Illustrator grants to the Client the following rights in the finished art:

- For use as
For the product or publication named
In the following territory
For the following time period
Other limitations

With respect to the usage shown above, the Client shall have [] exclusive [] nonexclusive rights. If the finished art is for use as a contribution to a magazine, the grant of rights shall be for first North American serial rights only unless specified to the contrary above. This grant of rights does not include electronic rights, unless specified to the contrary here

in which event the usage restrictions shown above shall be applicable. For purposes of this Agreement, electronic rights are defined as rights in the digitized form of works that can be encoded, stored, and retrieved from such media as computer disks, CD-ROM, computer databases, and network servers.

4. RESERVATION OF RIGHTS.

All rights not expressly granted hereunder are reserved to the Illustrator, including but not limited to all rights in sketches, comps, or other preliminary materials.

5. FEE.

Client agrees to pay the purchase price of \$___ for the usage rights granted. Client agrees to pay sales tax, if required.

6. ADDITIONAL USAGE.

If Client wishes to make any additional uses of the Work, Client agrees to seek permission from the Illustrator and make such payments as are agreed to between the parties at that time.

7. EXPENSES.

Client agrees to reimburse the Illustrator for the following expenses: [] Messengers [] Models [] Props [] Travel [] Telephone [] Other. At the time of signing this Agreement, Client shall pay Illustrator \$___ as a nonrefundable advance against expenses. If the advance exceeds expenses incurred, the credit balance shall be used to reduce the fee payable or, if the fee has been fully paid, shall be reimbursed to Client.

8. PAYMENT.

Client agrees to pay the Illustrator within thirty (30) days of the date of Illustrator s billing, which shall be dated as of the date of delivery of the finished art. In the event that work is postponed at the request of the Client, the Illustrator shall have the right to bill pro rata for work completed through the date of that request, while reserving all other rights under this Agreement. Overdue payments shall be subject to interest charges of ____ percent monthly.

9. ADVANCES.

At the time of signing this Agreement, Client shall pay Illustrator ____ percent of the fee as an advance against the total fee. Upon approval of sketches, Client shall pay Illustrator ____ percent of the fee as an advance against the total fee.

10. REVISIONS.

The Illustrator shall be given the first opportunity to make any revisions requested by the Client. If the revisions are not due to any fault on the part of the Illustrator, an additional fee shall be charged. If the Illustrator objects to any revisions to be made by the Client, the Illustrator shall have the right to have her name removed from the published Work.

11. COPYRIGHT NOTICE.

Copyright notice in the Illustrator s name shall shall not be published with the Work.

12. AUTHORSHIP CREDIT.

Authorship credit in the name of the Illustrator shall shall not accompany the Work when it is reproduced. If the finished art is used as a contribution to a magazine or for a book, authorship credit shall be given unless specified to the contrary in the preceding sentence.

13. CANCELLATION.

In the event of cancellation by the Client, the following cancellation payment shall be paid by the Client: (A) cancellation prior to the finished art being turned in: ____ percent of fee, (B) cancellation due to finished art being unsatisfactory: ____ percent of fee, and (C) cancellation for any other reason after the finished art is turned in: ____ percent of fee. In the event of cancellation, the Client shall also pay any expenses incurred by the Illustrator and the Illustra-

tor shall own all rights in the Work. The billing upon cancellation shall be payable within thirty (30) days of the Client s notification to stop work or the delivery of the finished art, whichever occurs sooner.

14. OWNERSHIP AND RETURN OF ARTWORK.

The ownership of original artwork, including sketches and any other materials created in the process of making the finished art, shall remain with the Illustrator. All such artwork shall be returned to the Illustrator by bonded messenger, air freight, or registered mail within thirty days of the Client s completing its use of the artwork. The parties agree that the value of the original finished art is \$_____.

15. PERMISSIONS AND RELEASES.

The Client agrees to indemnify and hold harmless the Illustrator against any and all claims, costs, and expenses, including attorney s fees, due to materials included in the Work at the request of the Client for which no copyright permission or privacy release was requested or uses that exceed those allowed pursuant to a permission or release.

16. ARBITRATION.

All disputes arising under this Agreement shall be submitted to binding arbitration before _____ in the following location _____ and settled in accordance with the rules of the American Arbitration Association. Judgment upon the arbitration award may be entered in any court having jurisdiction thereof. Disputes in which the amount at issue is less than \$3000 shall not be subject to this arbitration provision.

17. MISCELLANY.

This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, and personal representatives. This Agreement constitutes the entire understanding between the parties. Its terms can be modified only by an instrument in writing signed by both parties, except that the Client may authorize expenses or revisions orally. A waiver of a breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof; and the relationship between the Client and Illustrator shall be governed by the laws of the State of New York.

In Witness Whereof, the parties hereto have signed this Agreement as of the date first set forth above.

Illustrator _____ Client _____

Company Name

By _____

Authorized Signatory, Title