

ILLUSTRATION AGREEMENT

By and between:

Author name: _____

Legal Name: _____

Email: _____

PayPal Email: _____

Artist name:

Legal Name:

Email:

Agreement as of the specified date, between author, hereinafter referred to as **the Client**, and Artist, hereinafter referred to as **the Artist**. The parties agree as follows:

The Work

Project: _____

Type: _____

Description: _____

Work Starting Date: _____

Total sum: _____

Client purchases the following exclusive rights for usage of final art delivered to Client:

Edition: _____

Geographic Area: _____

License type: _____

Time Period: _____

Number of Uses: _____

The Client agrees to pay (*Hereinafter referred to as the Full Balance*) for the Work and Rights Granted above. The Artist agrees to create an artwork as specified by the Client. The details of the artwork, including subject matter, style, colour palette, and any specific requests by the Client, will be outlined in writing and agreed upon before the commencement of work.

The Artist has the artistic freedom to draw in their own style.

1. Revisions

Preliminary work/sketches: Artist agrees to submit between one (1) and four (4) rough sketches for Client’s approval per concept. Additional fees will be charged to the Client for revisions made after such sketches and for all revisions that reflect a new direction for the assignment or new conceptual input. The artist will inform the client before moving to a new step in the artistic process.

2. Finished art:

Additional fees will be charged to the Client for revisions made after the Client has previously approved the artwork as final design. No additional fee shall be billed for changes required to bring final artwork up to original specifications or assignment description. The client agrees to offer the Artist the first opportunity to make any changes to the final artwork.

3. Commencement and Completion

- 1. The work on the Artwork will commence on: _____
- 2. The Artist will keep the Client updated on the progress and notify of any potential delays.

4. Payment Terms

- 1. The total cost for the illustration is, broken down as follows:
 - o Type of commission: _____
 - o Commercial License: _____

2. Payment will be made in two installments:
 - 50% of the total upfront.
 - 50% upon completion of the artwork.
3. The Artist will send a PayPal invoice to the Client.
4. Major edits must be requested at the rough sketch stage without additional charge. Major changes after this stage may incur a revision fee based on time.

5. Creation Acknowledgements

The Client agrees to credit the Artist where possible. If the final product is printed, the Client agrees to print the credit on the product or print credit on a separate card accompanying the print. If the product is posted digitally, the Client agrees to publish the credit and include a link to isaillustrasjon.art when possible. The Client will make every effort to include the credit when the Artwork is used in promotion of the product.

Physical Copies: Cover illustration/art by Isabell Martinsen – Isa.sketches

Digital: Illustration by Isabell Martinsen / Isa.sketches

Social Media: @isa.sketches

The Artist retains the right to showcase the artwork in their portfolio and on public platforms.

6. Artwork Sharing

1. The Artist agrees to respect the Client's preferences regarding the sharing of the commissioned artwork.
2. The Client allows the Artist to share the artwork immediately upon completion, unless otherwise specified.

7. Communication

1. Communication will primarily occur via email unless otherwise agreed.
2. Lack of Client communication may lead to project suspension or cancellation as outlined in the agreement.

8. AI Usage and Exclusivity Clause

1. The Artwork will be created without the use of artificial intelligence tools.
2. The Client agrees not to use AI technology to replicate or alter the Artwork.

9. Sublicensing

1. The Client may not sublicense the Artwork without prior written consent from the Artist.

10. Termination

The Client or the Artist may cancel this agreement at any time by providing written notice to the other party. If either client or the Artist cancels a project before any payment has been made, neither the client nor the Artist is under further obligation to the other, and this contract will be considered cancelled. If the client should stop or cancel a project within 24 hours prior to Work Starting Date, or at any point before final Artwork for approval has been sent to the Client, the client agrees to forfeit 50% of the project total sum. This is to cover resources and time taken during the project up to the point of cancellation. The client will have no rights to any mockups sent to the client and agrees to destroy them, and not use them for any other purpose. If the client should cancel the agreement after final artwork for approval has been sent to the client, the client agrees to forfeit 100% of the project Full Balance. 100% of the total fee is due despite cancellation or postponement of the job if the art has been completed. Upon cancellation or kill, Artist retains all rights to the art, and all original art and copies thereof must be returned, including sketches, comps or other preliminary materials, and Client shall permanently delete all digital copies thereof.

11. Force Majeure

1. Neither party shall be held liable for delays caused by events beyond their control.

12. Morality Clause

1. The client agrees to not make or publish any statements or content that may harm or damage the Artist's name, reputation, or business in any public forum, including social media, or review platforms. Any concerns, disagreements, or disputes must first be communicated directly to the Artist and handled privately in good faith.
2. Breach of this clause may result in immediate termination of the Agreement.

13. Entire Agreement

- 1. This Agreement constitutes the entire understanding between the parties.

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Signed by
Date:

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Signed by Isabell Martinsen
Date: