

Illustration Contract

HJJMillerdesigns.com

Book illustration agreement for This agreement is in regard to the artwork for this book (hereafter called **work**) between **Heather JJ Miller** (hereafter called **illustrator**) and(hereafter called **author**).

Terms of Agreement:

- 1. Description of Commission:** The **author** has commissioned the **illustrator** to create artwork for a page (in addition to the cover) children's book measuringinches when published. Beginning with a complete and edited copy of the manuscript, supplied by the **author**, the **illustrator** will follow a 4 phase process.
 - Storyboarding the book with text placement (3 weeks) + author's meeting
 - Rough sketches (3 weeks) plus author's meeting
 - Final artwork (6 weeks) + author's meeting
 - Editing and sizing in Photoshop (3 weeks) + author's meeting

The **author** will receive appropriately sized JPEG files at the completion of the project to submit for formatting and publication or utilize the formatting services through *Fire Snail Press Books*. The **illustrator** will not be held responsible for formatting the **work** beyond creating space for text placement within each page of the **work**.

- 2. Copyright agreement** **Author** acknowledges that **illustrator** is first and sole owner of the **work** and shall retain intellectual rights of all artwork created for this publication. With this contract, the **illustrator** shall license the sole use of the **work** to the **author** for the publication in her book which includes the following media: paperback, hardback and e-book. The **illustrator** authorises the **author** to utilise illustrations for use in soft marketing: Facebook, Google Ads, Instagram, Twitter, and **author's** website. The **illustrator** reserves the right to use reproductions of this **work** for her portfolio.

NOTE: If the **author** desires to enter a merchandising, animation, etc. involving the **illustrator's work**, **author** must submit a request for authorisation **90 days prior** to use. A new contract will be drawn with an altered copyright agreement at this time.

- 3. Credit:** The **author** agrees to include due credit to the **illustrator** in connection with the work placed on the cover of the picture book and back insert biography page.

4. **Payment:** The **illustrator** and **author** agree upon the complete price of .\$.1,250.00..., due upon delivery of the completed work. The author will pay a deposit of .\$.300.00.. to be rolled into full payment upon signing this document. Payment plan available upon request etc
5. **Revision Terms:** The **author** may request revision to the **work** after each phase is complete throughout the four-phase process. If the **illustrator** does not hear from the **author** within two days of sharing the work, she will assume the **author's** acceptance of the work. Failure to respond in two weeks will suspend services until communication is reprised.
6. **Additional Editing and changes:** No modifications, changes or alterations may be made to the **work** or any part thereof, directly or indirectly, without **illustrator's** prior written consent.
7. **Delivery:** Upon completion, the **author** will receive the **work** in JPEG files appropriate for their formatting and publishing needs.
8. **Cancellation:** Should the **author** choose to cancel the **work** after commencement, the **illustrator** will be paid for work already done based on the percentage completed. Each phase of the work shall represent 25% of the full payment after deposit amount has been deducted.
9. **Illustrator's copies:** **Author** shall furnish the **illustrator** with 1 copy of the finished book upon publication.
10. **Additional services:** any revision made to the **work** following the final revision after the **illustrator** delivered the files to the author are additional services and will cost an extra in addition to the full price of the work.

Understood and Agreed:

..... (Author) (Illustrator)

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