

ILLUSTRATOR'S CONFIRMATION OF ENGAGEMENT

MONLUX
ILLUSTRATION



7622 S. Yakima Ave.
Tacoma, Washington
9 8 4 0 8

—Toll Free—
Phone 1-800-574-Mark
Fax 1-800-574-Draw

– in Tacoma –
Phone 206/789-5982
Fax 206/474-4804

Illustrator reserves all other usage rights not expressly transferred. Any usage beyond that granted to Client herein shall require the payment of a mutually agreed upon additional fee.

This contractual agreement agreed to and upholding to Washington State Law, and courtrooms of Tacoma where all arbitrations and contestments will be venued.

Correct Billing Address:

Assignment Description

Advance Fee	Full Fee
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Fee is for service and rights. Cancellation fee is described in term 6. Page 2 of confirmation. All additional expenses must be reimbursed by client and will show up separately on invoice.

Estimated Additional Expense

Example: Linotronic Output, Courier, Freight, Copies, Stat work, Paper, Boards, Mountings, Laminations, Travel and other services required to complete assignment.

Schedule for Stages and Approval

	Rough(s)	Rough(s) Rev.	Tight Pencil	Tight Pencil Rev.
		Estimated project hours		Estimated Turn around
	Final			

Rights Transferred: First North American Reproduction Rights unless otherwise specified here

Magazine Newspaper Flyer

For all other uses the client acquires the following rights:

Title of Product

Category of Use

Medium of Use

Number of Uses

Geographic Area

Time Period

Original artwork, including sketches and any other preliminary material, remains the property of the Illustrator unless purchased by a payment of a separate fee.

Consent and Agreed to

Client

Authorized Signature

Printed Name and Title

Date

Illustrator's Signature

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Revision Clause.

Artist will extend estimated hours by 15% of original estimate. Should hours extend beyond 15%, Artist will bill an hourly wage of \$60 from work extending over original hour estimate. Additional revisions not listed on contract but requested by client will be considered additional hours.

Samples Clause.

Artist will receive 20 printed samples with 30 days of printing or client will pay penalty of \$100 in addition to invoice.

Verbal Contracts

Conditions of this contract to be applied to all subsequent verbal contracts, until replaced by revised written contract.

Terms:

1. *Time for Payment.* All invoices shall be paid within thirty (30) days of receipt. A 1.5% monthly service charge will be billed for late payment. Any advances or partial payments shall be indicated under Pay Schedule. In the event service performed extends beyond thirty (30) days, Illustrator may render billing for any part that has been completed

2. *Default in payment.* The Client shall assume responsibilities for all collection and legal fees necessitated by default in payment.

3. *Grant of rights.* The grant of reproduction rights is conditioned on receipt of pay.

4. *Expenses.* The Client shall reimburse the Illustrator for all expenses arising from the assignment.

5. *Sales Tax.* The Client shall be responsible for the payment of sales tax, if any such tax is due. Artwork is a service under Washington State law and is not subject to state sales tax.

6. *Cancellation.* In the event of cancellation or breach by the Client, the Illustrator shall retain ownership of all rights of copyright and the original art work, including sketches and other preliminary materials. A cancellation fee for work completed, based on the contract price and expenses in fees and expenses already incurred, shall be paid by the Client.

If this box is checked by the Illustrator, cancellation fee is 50% of agreed Project Payment if stopped before 50% of work is completed. If more than 50% of work is completed then client will pay that percentage. 100% if final is completed with no rights allowed to client. Artist determines percentage of work completed.

7. *Comp Ownership.* To any work or sketch, comp, or final stage developed during project, but not directly used on Final Version of Project, Artist has full rights.

8. *Revisions.* Revisions not due to the fault of the Illustrator shall be billed separately.

9. *Credit Lines.* On any contribution for magazine or book use, the Illustrator shall receive name credit in print. If name credit is to be given with other types of use, it must be so indicated here:

If this box is checked by the Illustrator, the illustrator shall receive copyright notice adjacent to the work in the form:

10. *Return of Artwork.* Client assumes the responsibility for the return of the art, undamaged condition within thirty (31) days of first reproduction.

11. *Unauthorized Use.* Client will indemnify Illustrator against all claims and expenses, including responsible attorney's fees, arising from uses for which no release was required in writing for uses which exceed the authority granted by a release.

12. *Arbitration.* Any disputes in excess of maximum limit for small claims court arising out of this Agreement shall be submitted to binding arbitration before a mutually agreed upon arbitrator pursuant to the rules of the American Arbitration Association. The Arbitrator's award will be final, and judgement may be entered upon it in any court having jurisdiction thereof. The client shall pay the arbitration and court cost, reasonable attorney fees and legal interest on any award or judgement in favor of the Illustrator.

13. *Acceptance of terms.* If the terms of this confirmation are not objected to within ten (10) days of receipt, the terms shall be deemed accepted.

14. *Modifications.* Modification of the Agreement must be in writing, except what the invoice may include, and Client shall pay, fees or expenses that were orally authorized in order to progress promptly with the work.

Consent and Agreed to

Client

Authorized Signature

Printed Name and Title

Date

Illustrator's Signature