

<b>PURCHASE ORDER #</b>	
<b>COMMISSION DATE</b>	
<b>COMMISSIONED BY</b>	
<b>CLIENT</b>	
<b>ARTIST</b>	Heather Van Vleet New York, NY
<b>ASSIGNMENT DESCRIPTION:</b>	
<b>PROJECT NAME</b>	
<b>DESCRIPTION</b>	
<b>CLIENT-PROVIDED MATERIALS &amp; DUE-DATE</b>	
<b>FEE</b>	
<b>DELIVERY DATE</b>	
<b>REIMBURSABLE EXPENSES</b>	
<b>EXPENSE ESTIMATE</b>	
<b>PAYMENT SCHEDULE</b>	
<b>CLIENT PURCHASES THE FOLLOWING EXCLUSIVE RIGHTS OF USAGE:</b>	
<b>PRODUCT</b>	
<b>RIGHTS TRANSFERRED</b>	
<b>ORIGINAL ARTWORK</b>	
<b>CATEGORY OF USE</b>	
<b>MEDIUM OF USE</b>	
<b>GEOGRAPHIC AREA</b>	
<b>TIME PERIOD</b>	
<b>ADDITIONAL RIGHTS &amp; USAGE</b>	

**This Agreement must be signed and returned before Artist can schedule or begin this Job.**

**TERMS**

- 1) **Client-supplied Deliverables:** Client agrees to hold Artist unaccountable for late delivery of Artwork if Client fails to deliver to Artist any preliminary materials needed to create Artwork, weather that be informed instruction, validation of comps or other communication necessary to complete workable instruction for Artist.
- 2) **Revisions:** (A) Preliminary Work/Sketches: Artist agrees to submit three (3) rough sketches and/or One (1) finished sketch(s) for Client's approval. Additional fees will be charged to Client for revisions made after such sketches and for all revisions that reflect a new direction for the assignment or new conceptual input. (B) Finished Art: Client agrees to pay Artist an additional fee, to be negotiated separately, for changes requested to final Art where Client asked Artist to proceed directly

to final Art. However, no additional payment shall be made for changes required to conform to the original assignment description. The Client shall offer the Artist first opportunity to make any changes.

- 3) **Certificate of Authenticity:** The Artist warrants and represents that the Work assigned is original, and previously unpublished by a third party, or that consent to use has been obtained on an unlimited basis; that the Artist has full authority to make this agreement.
- 4) **Reservation of Rights:** All rights not expressly granted herein are retained by the Artist, including any electronic rights or usage, and including, but not limited to, all rights to sketches, comps or other preliminary materials. Any use additional to that expressly granted herein requires arrangement for payment of separate fee.
- 5) **Permissions & Release:** Reproductive rights of Work are not permitted under this agreement. Additional copies of the Work in digital, photo or other formats necessitate a separate agreement and payment of separate fee. If rights or reproduction are subsequently granted, the Artist shall receive copyright notice in the form "©VanVleet 2005" adjacent to the work, and name credit in any accompanying print materials. Artist retains rights to use Artwork for promotional purposes as it is stipulated under any signed non-disclosure agreement.
- 6) **Unauthorized Use:** The Client will indemnify the Artist against all claims and expenses, including reasonable attorney's fees, arising from uses for which no release was requested in writing or for uses that exceed the authority granted by a release.
- 7) **Cancellation & Kill Fees:** In the event of a cancellation of this assignment, ownership of all copyrights and the original Artwork shall be retained by the Artist, and a cancellation fee for work completed, based on the contract price and the Client shall pay expenses already incurred. Cancellation ("Kill") fees are due based on the amount of work completed. Fifty (50%) of the final fee is due within 30 days of notification that for any reason the job is cancelled or postponed before the final stage. One hundred percent (100%) of the total fee is due despite cancellation or postponement of the job if the Art has been completed. Upon cancellation or Kill, all original Art thus delivered to the Client including sketches, comps and other preliminary materials but be returned insured, certified mail to Artist
- 8) **Credit lines:** The Clients shall give Artist and any other creators a credit line with any editorial usage. If similar credit lines are to be given with other types of usage, it must so indicate here:  
*Original Artwork created by Heather Van Vleet. All rights reserved ©2006 Heather Van Vleet*
- 9) **Expenses:** Client shall reimburse Artist for all expenses arising from this assignment, including the payment of any Sales taxes due on this assignment. Client's approval shall be obtained for any increases in fees or expenses that exceed the original estimate by 10% or more.
- 10) **Payment:** Payment is due upon acceptance of final Artwork, net 30 days. The Clients right to use the work is conditioned upon receipt of payment within 30 days of acceptance and upon Client's compliance with the terms of this agreement. A 2% monthly service charge will be billed for late payment. The Client shall assume all legal fees necessitated by default in payment.
- 11) **Alterations:** Alteration to final Artwork shall not be made without consulting the Artist. If alterations need to be made, the Artist shall be allowed first opinion to make alterations when possible, and an additional fee applies.
- 12) **Contract Modifications:** Modifications to this agreement must be written and signed by both parties.
- 13) **Limitation of Liability:** Client agrees that it should not hold the Artist or her agents or employees liable for any incidental or consequential damages that arise from the Artist's failure to perform any aspect of the project in a timely manner, regardless of whether such failure was caused by intentional or unintentional negligent acts or omissions of the Artist or third party.
- 14) **Dispute Resolution:** Any dispute in excess of \$2000 arising out of this agreement shall be submitted to binding arbitration before a mutually agree-upon arbitrator pursuant to the rules of the American Arbitration Association. The Arbitrator's award shall be final, and judgment may be entered in any court having jurisdiction thereof. The Client shall pay all arbitration and court costs, reasonable attorney's fees and legal interest on any award of judgment in favor of the illustrator. The laws of the State of New York shall govern this agreement and courts of said state shall have exclusive jurisdiction and venue.
- 15) **Acceptance of terms:** the signature of both parties shall evidence acceptance of these terms.

Consented and agreed to:

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Artist Signature

*Heather Van Vleet, New York NY*

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Artist Name & Address



Standing member of the *Graphic Artist's Guild* © 2006

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Clients Signature /Date

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Clients Name & Address