

INVOICE DATE	
DELIVERY DATE	
CLIENT	
ARTIST	Heather Van Vleet New York, NY
PROJECT NAME	
COMMISSIONED BY	
FEE	
EXPENSES	
DISCOUNT	
TAX (8.625% NY)	
DELIVERY	
TOTAL	
DUE DATE	

TERMS OF OWNERSHIP

- 1) **Certificate of Authenticity:** The Artist warrants and represents that the Work assigned hereunder is original, previously unpublished by a third party.
- 2) **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.
- 3) **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.
- 4) **Payment:** Payment is due 30 days from the receipt of invoice. A 2% monthly service charge will be billed for late payment. The Client shall assume all legal fees necessitated by default in payment.
- 5) **Permissions & Release:** Reproductive rights of Work is 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 2006" adjacent to the work, and name credit in any accompanying print materials.
- 6) **Alterations:** Alteration to 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.
- 7) **Miscellany:** 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. This agreement shall be governed by the laws of the State of New York and courts of said state shall have exclusive jurisdiction and venue.

Artist Signature

Date



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

Make checks payable to:
Heather Van Vleet
New York, NY

Visa, MasterCard, American Express and electronic check payments can be made online at **PayPal**.

Heather m van vleet