

**TERMS** (Note that numbering the terms in the body of the contract can serve as a good navigational support during negotiations).

1. **RESERVATION OF RIGHTS:** All rights not expressly granted above are retained by the Artist, including any electronic rights or usage, and including, but not limited to, all rights in sketches, comps or other preliminary materials. Any use additional to that expressly granted above requires arrangement for payment of a separate fee. Technically, all rights not specifically signed over remain with the artist. However, the above clause backs up the assignment of rights and further protects the artist.
2. **REVISIONS:** Revisions may be made only by the Artist at the sketch stage. Additional fees will be charged for revisions made after (insert your standard here) sketches, and for revisions reflecting a new direction to the assignment, or new conceptual input. We recommend the revision clause above as a matter of studio policy. Here, the artist sets reasonable limitations for revisions as well as fees for unexpected changes. How many revisions are acceptable to you? You may need to negotiate the amount of revisions you are willing to make. Notice that the clause requires the client to provide solid direction or to at least compensate the artist if the established direction changes.
3. **CANCELLATION AND KILL FEES:** Cancellation (“kill”) fees are due based on the amount of work completed. Fifty percent (50%) of the final fee is due within 30 days of notification that for any reason the job is canceled 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 rights to the art revert to the Artist and all original art must be returned, including sketches, comps, or other preliminary materials.  
This clause helps to establish payment terms for partial and/or completed work even if the job is canceled. The ownership of rights and the work itself is also clearly defined. For more on Kill Fees see the [Graphic Artist’s Guild Handbook: Pricing and Ethical Guidelines](#), as well as the Contract Monitor Glossary.
4. **CREDITS AND COPIES:** A credit line suitable to the design of the page will be used. Client agrees to pay an additional fifty percent (50%) of the total fee, excluding expenses, for failure to include credit line. Credit line is required independent of Artist’s signature, which shall be included at Artist’s discretion unless otherwise agreed in writing above. Client agrees to provide Artist with ten (10) sample copies of any printed material.
5. **PAYMENT:** Payment for finished work is due upon acceptance, net thirty (30) days. The Client’s right to use the work is conditioned upon receipt of payment within thirty days of acceptance, and upon Client’s compliance with the terms of this agreement. A two percent (2%) monthly service charge will be billed against late payment.

6. ORIGINAL ART: Original art remains the property of the Artist unless expressed in the agreement. Client is responsible for return of original art in undamaged condition within thirty (30) days of first reproduction.
7. ADDITIONAL EXPENSES: If Client does not provide a courier/shipping number in the space provided above, shipping charges will be added to the final invoice. Client agrees to reimburse Artist for the following expenses: • Messengers; • Models; • Props; • Travel; • Telephone; • Proofs; • Disks; • Other:  

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8. PERMISSIONS AND RELEASES: The Client agrees to indemnify and hold the Artist harmless against any and all claims, costs, and expenses, including attorney's fees, due to materials included in the Work at the request of the Client for which no copyright permission or privacy release was requested, or for which uses exceed the uses allowed pursuant to a permission or release.