



CHRISTINE RIDGWAY ✍️ **SKIDAR STUDIOS**

Commercial Use Contract (2021)

PROJECT TITLE/DESCRIPTION:

DELIVERY SCHEDULE: Artist shall deliver the full resolution (300 dpi) JPG/PNG/PDF file within 2 months of payment. unless earlier due date has been discussed in advance.

FEE SCHEDULE: Client shall pay the Artist's first hour before work begins on each illustration/design.
The Artist shall bill work at \$35/Hr. Payment schedule begins no later than 30 days after this agreement has been signed by the Client and the Artist unless earlier start is discussed in advance.

COPYRIGHT USAGE: The Artist grants the Client full and complete rights to each illustration. The Artist may display the resulting illustrations in her electronic and print portfolios with the Client's watermark on top of them. The Artist agrees not to display the illustrations before each book/work is published.
In the event of a cancellation, the Client shall retain the rights to any images fully paid for.

FEES PER ILLUSTRATION ESTIMATED ADDITIONAL EXPENSES:

Cancellation Fees (Percentage of total fee)
Before sketches - \$10%
After Sketches - 50%
After Finish - 100%

PERMITTED NUMBER OF REVISIONS

During the sketch stage, up to two full sketches or equal in terms of smaller revisions may be made. Minor revisions may be made after the final stage.
Unused preliminary material remains the property of the Artist unless purchased by a payment of a separate fee.

Artist Signature and Date _____

Client Signature and Date _____

**This agreement must be signed and returned before the Artist can schedule or begin any work*



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1. TIME FOR PAYMENT

Payment is due within 30 days of signing date.

2. DEFAULT IN PAYMENT

The Client shall assume responsibility for all collection of legal fees necessitated by default in payment.

3. GRANT OF RIGHTS

The grant of reproduction rights is conditioned on receipt of full payment

4. EXPENSES

The client shall reimburse the Artist for all expenses arising from this assignment

5. ESTIMATES

The fees and expenses shown are minimum estimates only. Final fees and expenses shall be shown when invoice is rendered. The Client's approval shall be obtained for any increase in fees or expenses that. expenses the original estimate.

6. SALES TAX

The Client shall be responsible for the payment of sales tax, if such tax is due.

7. CANCELLATION

In the event of a cancellation or breach by the Client., the Artist. shall retain ownership of the unpaid rights of copyright and the original artwork, including sketches and any other preliminary materials. The Client shall pay the Artist according to the cancellation fee schedule on the first page, unless breach of contract. occurs due to the fault of the artist.

8. REVISIONS

Revisions not due to the fault of the Artist shall be billed separately.

9. WARRANTY OF ORIGINALITY

The Artist warrants and represents that, to the best of their knowledge, the work assigned hereunder is original, and has not. been previously published, or that consent to use has been obtained on an unlimited basis; that all work or portions thereof obtained through the undersigned from third parties is original or, if previously published, that consent to use has been obtained on an unlimited basis; that the Artist. has full authority to make this agreement; and that. the work prepared by the Artist does not contain any scandalous, libelous, or unlawful matter. This warranty does not. extend to any uses that the Client or others may make of the Artist's product that may infringe on the rights of others. Client expressly agrees that it will hold Artist harmless for all liability caused by the Client's use of the Artist's product to the extent such use infringes on the rights of others.

Prices and policies are based in part from:
"Graphic Artists Guild Handbook: Pricing & Ethical Guidelines, 13th Edition" book.



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10. LIMITATIONS OF LIABILITY

Client agrees that it shall not hold the Artist or her agents or employees liable for any incidental or consequential damages that arise from the Artists failure to perform any aspects of the Project in a timely manner, regardless of whether such failure was caused by intentional or negligent acts or omissions of the Artists or a third party.

11. DISPUTE RESOLUTION

Any disputes in excess of \$1,000 (maximum limit for small claims court) arising out of this agreement shall be submitted to a binding arbitration before a mutually agreed-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 or judgement in favor of the Artist.

12. CREDIT LINES

On any contributions for magazine, book or promotional purposes, the Artist shall receive name credit in print and in all other types of use. The Artist shall receive credit notice adjacent to the work in the form:

Illustrated by Christine Ridgway

13. ACCEPTANCE OF TERMS

The Signature of both parties shall evidence acceptance of these terms.

Artist Signature and Date _____

Client Signature and Date _____

**This agreement must be signed and returned before the Artist can schedule or begin any work*