This agreement is made effective as of XX-XX-XX between FULL NAME OF PUBLISHER, and FULL NAME OF ARTIST a freelance artist. In consideration of the mutual covenants herein contained, the parties, referred to hereinafter as Publisher and Artist, hereby agree as follows:

**1. Confidential Information**

Publisher and Artist agree to keep all information regarding the project confidential except for mutually agreed upon promotional material. Confidential Information shall not include information that (i) is generally known to the public (other than as a result of a breach of this Agreement); (ii) is independently developed by the parties; (iii) was lawfully obtained from a third party; or (iv) is later published or generally disclosed to the public by Publisher.

**2. Protection and Use of Confidential Information and Data**

**Limited Use**. The undersigned agrees to use the Confidential Information only for the limited time specified and solely for the purpose to determine whether to performWork. The undersigned shall have no right to use the Confidential Information without obtaining a license from Publisher. **Protection**. The undersigned agrees to take all steps necessary to maintain and protect the Confidential Information and will not, at any time, disclose the Confidential Information directly or indirectly to any third person, excepting employees of the undersigned who have expressly agreed in writing to be bound by the terms of this Agreement.

**Term of Obligation**. The undersigned’s obligations with respect to the Confidential Information shall continue for the shorter of **3** years from the date of its receipt of the confidential Information, or until such information is subject to one of the exclusions set forth above.

**Portfolio Display.** Artist may display Work for purposes of self promotion and portfolio purposes. Such displays will include a credit to the name of Publisher and the novel title using the Work.

**3. Return of Confidential Information and Data**

The Artist’s right to evaluate the Confidential Information shall expire 60 days from date of this agreement belowand agrees that all Confidential Information in a tangible form, will be returned to Publisher by the that time. At such time, the undersigned also agrees to completely erase and destroy all copies of all portions of the Confidential Information, including, but not limited to email.

**4. Services**

Artist agrees to provide the following creative services. Such duties are hereinafter referred to as Work.

\* Deliverable Item 1.

\* Deliverable Item 2.

\* Deliverable Item 3. (List as many as the project requires.)

**5. Payment for Work**

Publisher agrees to pay Artist $XXX USD, on the following payment schedule. $XXX deposit due on X/X/XX

$ XXX balance due at delivery of completed hi-res work by X/X/XX.

**6. Timeline.**

Artist agrees to deliver work within 5-10 days of contract signing. Publisher agrees to respond in a timely fashion to all work sent to Publisher for approval and to all questions regarding progression of Work. Artist is not responsible for time delays due to Publisher’s unresponsiveness. Artist agrees that time is of the essence for all delivery dates and shall perform services promptly according to the timelines mutually agreed to above

**7. Artist Credit.**
Completed Work may be signed at Artist’s discretion, in accordance to Artist’s standards and practices. Publisher agrees to credit Artist wherever such credits of publication are posted.

**8. Ownership and Assignments of Rights.**
All Work created by Artist shall belong exclusively to Publisher and shall be considered a “work made for hire” for Publisher within the meaning of Title 17 of the United States Code. To the extent that Publisher does not own such Work as a work made for hire, Artist hereby assigns to Publisher all rights to such Work, including but not limited to all other patent rights, copyrights, and trade-secret rights. Artist agrees to execute all documents reasonably requested by Publisher to further evidence the foregoing assignment and to.

**9. Work Representative of Artist’s Current Portfolio.**
Work created by Artist must represent quality of current portfolio pieces, in particular XXXXX posted on XXXX and XXXXXX posted on XXXX. Publisher may reject any work he deems unsatisfactory and inconsistent of Artists portfolio of work.

**10. Sole Authorship**
Artist represents that, except with respect to material furnished to Artist by Publisher, the Artist is the sole Publisher of the Work and all of Artist’s services are original and not copied in whole or in part from any other work; that the Work is not libelous or obscene, or knowingly violates the right of privacy or publicity, or any other rights of any person, firm or entity.

**11. Disclaimers**

This Agreement does not require Publisher to disclose any Confidential Information. All Confidential Information disclosed by Publisher is disclosed on an “As Is” basis. Publisher will not be liable for any damages arising out of the use of the Confidential Information, and the use of such Information is at the undersigned’s own risk. Neither this Agreement nor the disclosure of any Confidential Information grants the undersigned any license under any patents, copyrights, or trade secrets.

**12. Governing Law**

This Agreement shall be governed by and constructed in accordance with the laws of the State of New Hampshirecovering agreements made and to be performed in that state.

**Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Artist: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Address:
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**City/State/Zip:
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Publisher: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**