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. 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.

\* Deliverable Item 4. (List as many as the project requires.)

**2. Payment for Services.**

As full compensation for services provided by Artist, Publisher agrees to pay Artist $XXXX USD, on the following milestone schedule;

$XXXX at contract signing.

$XXX on XX/XX/XX (Add as many as needed.)

$XXX upon completion

All amounts are to be made in USD. Additional work will be billed at $XX.XX/page or $XX/hr where a page rate is not applicable. All payments are to be made through PayPal. Artist’s PayPal email address is EMAIL ADDRESS

**3. Timeline.**

Artist agrees to deliver Work no later than XX/XX/XX.

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. Deviations from the dates shall be possible only with written agreement by the Publisher, at the Publisher’s sole discretion.

**4. Bonus.**

If Artist delivers Work within 21 days of contract signing and otherwise in accordance with this agreement, then upon final payment of project Publisher shall pay Artist a Performance Bonus of 10% based on total amount paid to Artist for project.

**5. Comps**

Publisher will deliver to Artist, without charge, 25 copies of each installment of Artist’s published work. Additional copies are not available from Publisher.

**6. 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.

**7. Ownership and Assignments of Rights.**

(a) Disclosure. Artist agrees to promptly disclose to Publisher all material developed in whole or in part by Artist within the scope of this Agreement while producing Work.

(b) 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 assist, prove or protect the Publisher’s rights to such Work.

**8. Independent Contractor.**

Artist provides services as an independent contractor and is not considered an employee of Publisher. Publisher will not withhold any money for tax purposes. Artist is responsible for all taxes received by Publisher.

**9. Sole Authorship.**

Artist represents that, except with respect to material furnished to Artist by Publisher, Artist is the sole Publisher of the Work and all of Artist’s services are original with Artist 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.

**10. Edits and Revisions.**

Artist agrees to cooperate with an editor, art director or both, assigned by the Publisher to assist Artist’s performance. Artist agrees to comply with Publisher’s standards for accepted work, including those involving artistic taste, judgement, and cooperation in correcting any scheduling.

Additions or requested changes substantially deviating from Publisher approved thumbnail sketches will be considered additional work and billed separately by Artist, based on rates defined in paragraph 2.

Any such additional work must be approved by Publisher in writing before Artist begins.

**11. Acceptance of Work**

All Work created by Artist must represent and remain consistent with quality of Artist’s current portfolio.

Publisher may reject any Work it deems inconsistent or unsatisfactory and may employ others to complete the Work if delays caused by Artist occur.

Time permitting, Publisher will allow Artist to remedy any rejected Work.

**12. Credit.**

Artist will receive the following credit for his contribution: “Art by Artist’s Name”. Credit shall be presented on any standard placement of accreditation that is mutually agreed to between the parties. Artist’s credit will be substituted or removed solely at Artist’s request.

**13. Indemnity.**

Publisher shall indemnify Artist against any damages, costs, and expenses, including attorneys fees, in connection with any claim or action based on material supplied TO Artist BY Publisher for incorporation into Artist’s Work, excluding any claim or action based on Artist’s treatment of such material.

**14. Artist Noncompliance**

If Artist does not comply with the Terms of this Agreement because of illness or disability (Incapacity), Publisher may suspend the Services, and if such Incapacity continues for more then three weeks, Publisher may terminate this Agreement by written notice to Artist at the address shown in this

agreement without any obligation except as to accepted Work. Publisher shall be entitled to all work in progress, subject to the payments provided in this Agreement.

**15. Nonperformance**

If Artist fails to deliver services (1), or fails to perform (11) for any reasons other than illness or disability, Publisher may terminate this Agreement by written notice to Artist at the address shown in this Agreement, such termination to be effective 10 days following Publisher’s mailing of such notice, without

further obligation or compensation to Artist. Publisher shall be entitled to all work in progress, subject to the payments provided in this Agreement.

**16. Cancelation**
If for any reason, Publisher cancels publication before accepting the Work, then Publisher may terminate this Agreement by written notice to Artist at the address provided in this agreement.

**17. Duty Upon Termination.**

Upon termination of this Agreement, for any reason or at any time upon request of Publisher, Artist agrees to deliver to Publisher all materials of any nature that are, or include confidential information, the Work, or are otherwise property of Publisher.

**18. Primary Consideration**

The payment of Page Rates provided in this Agreement shall constitute the primary consideration for the grant of rights made to Publisher. Artist’s sole remedy for any failure by Publisher to make payments due pursuant to this Agreement, in lieu of all other remedies, shall be legal action to obtain such payments and under no circumstances shall any such failure entitle Artist to any reversion or termination of Publisher’s rights under this Agreement.

**19. 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.

**20. Severability.**

If any provision of this Agreement shall be found invalid or unenforceable, the remainder of the Agreement shall be interpreted so as best to reasonably effect the intent of the parties.

**21. Entire Agreement.**

This Agreement is the entire agreement of the parties, and supersedes any prior or contemporaneous oral, electronic or written agreements, including any third party service agreements, and can be modified only in a written document signed by Artist and an officer of the Publisher. A waiver of any provision of this Agreement shall not be deemed a future waiver of such provision.

**Date: XX-XX-XX**

**Signature: /s Nick Macari**

**Artist: FULL NAME**

**Address: MAILING ADDRESS**

**City/State/Zip: MAILING ADDRESS**

**Telephone Number: TELEPHONE**

**Title: ARTIST**

**Email: EMAIL ADDRESS**

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

**Signature:**

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

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

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

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

**Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**