

ARTWORK COMMISSION AGREEMENT

This Agreement (“Agreement”), entered this [date], between Julia Langer (“Artist”) and [client name] (“Client”), shall govern the respective rights of Artist and Client with respect to the artwork described herein.

I. Scope of Work Commissioned

Artist and Client expressly agree that the artwork to be created by Artist pursuant to Client’s specifications shall be limited to, unless modified in a writing signed by both parties, the following artwork, hereafter known as “the Work”:

- 1-3 draft Sketches.
- 3 Progress Photos.
- 1 Fully completed project of [redacted].

Artist agrees that the Assets shall be of first class quality, artistically produced, with aesthetic content technically correct and of a quality equal to current standards for Assets of similar character and purpose.

II. Deadlines and Completion

Upon receipt of Client’s specifications pursuant to Section I, which Client agrees are true and complete at the time of execution of this Agreement, Artist agrees to complete the Work upon the following schedule unless otherwise specified and agreed upon in writing:

- (7) days following the signature of this Agreement for the Thumbnail and Color Sketches.
- (30) days following the signature of this Agreement for the Final Product Visual Art.
- (60) days following the signature of this Agreement + materials delivery for the Final Product Crochet or a date as agreed upon in writing by both parties

III. Rights Transferred

Artist and Client agree that the following rights shall be transferred from Artist to Client upon receipt of full payment.

Artist agrees to the perpetual non-exclusive license of all rights (including, but not limited to, the right to display, modify, transmit, transfer, sell, and create derivative works) to Work to Client, excluding only the right to authorship credit, which is retained by Artist.

IV. Compensation

The Client shall pay Artist a total flat fee of € [REDACTED] EURO, or equivalent as total compensation for the project described above. Payment shall be made as follows:

- 50% at the start of work as a down payment.
- 50% for shipment or receipt of final deliverable.

Additional fees will be charged for revisions that are not due to any fault on the part of the Artist made after (2) minor changes, and for revisions reflecting a new direction to the assignment, or new conceptual input.

Alternatively, the Client and Artist may agree upon a 3 time payment structure for Crochet projects as follows:

- 35% at the signing of contract as a down payment.
- 30% after 30 days and the receipt of progress photos
- 35% for shipment or receipt of final deliverable.

V. Termination/Kill Fee

Client may terminate this Agreement at any time by sending written notice thereof to Artist at the address provided herein. Upon such termination, Client agrees to compensate Artist as follows:

(1) Partial Completion. If Artist has partially completed the Work, Client agrees to compensate Artist at ten percent (10%) of the total compensation as an addition to the initial (50% or 35%) down payment. If this Agreement is terminated by Client after Partial Completion by Artist, Artist shall retain ownership of all rights of copyright and the original artwork, including but not limited to completed artwork, sketches, and comps.

(2) Full Completion. If Artist has completed the finished artwork at the time of cancellation, Client agrees to compensate Artist in full as otherwise provided in this Agreement.

VI. Non-Payment; Remedies

Any delinquent payments due shall bear interest at the highest applicable statutory rate in any jurisdiction in which the Agreement is made. If no such statutory rate applies, payment delinquencies shall bear interest at a rate of two and one-half percent (2.5%) per month. Client

agrees that it shall bear responsibility for any fees incurred by Artist in enforcing this Agreement, including but not limited to attorneys' fees and court costs.

VII. Artist's Right to Authorship Credit

Artist may use Work in Artist's portfolio (including, but not limited to, any website that displays Artist's works). The Artist and Client will agree if the Work may be posted on social media and if the Client wishes to be identified in social media posts.

- Artist may post work on social media and will identify Client
- Artist may post work on social media and will NOT identify Client
- Artist may NOT post work on social media

When asked, Client must properly identify Artist as the creator of Work. Client does not have a proactive duty to display Artist's name together with Work, but Client may not seek to mislead others that Work was created by anyone other than Artist.

VIII. Severability; Integration

Client and Artist agree that this Agreement shall not be amended except by a writing executed by both parties, and expressly state that this writing shall constitute a complete expression of the entire agreement between the parties, and that no additional terms exist that are not included herein. To the extent any provision contained in this Agreement shall be found to be void, invalid, or otherwise unenforceable in any way, such invalidity shall not affect the remainder of this Agreement, which shall remain in full force and effect.

IX. Unauthorized Use by Client; Indemnity

Client agrees to indemnify Artist against any and all claims and expenses, including but not limited to attorneys' fees and costs, incurred as a result of Client's unauthorized use of the Work under this Agreement, including the enforcement of this Agreement by Artist.

X. Warranty of Originality

Artist represents and warrants to Client that, to the best of Artist's knowledge and belief, the Work assigned by this Agreement is original and has not been previously published or licensed to any third party. This warranty shall not extend to any unauthorized or undisclosed use of the Work by Client which may infringe upon the rights of any other person. Client agrees that it shall

hold Artist harmless for any claim or liability caused by Client's use of Artist's product to the extent such use infringes upon the rights of any other person.

XI. Release of Liability

Client agrees that it shall not hold Artist or any agent thereof liable for any damages arising from Artist's failure to complete the Work in a timely manner, regardless of whether such failure was caused by intentional or negligent acts or omissions of Illustrator or of any third party.

AGREED TO AND ACCEPTED BY:

CLIENT

[client signature]

Signature

[client name]

Name

[date signed]

Date

ARTIST

[artist signature]

Signature

Julia Langer

Name

[today's date]

Date