



**Freelance Illustrator and Cartoonist**

Anna-Maria Jung

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## Terms of Business Anna-Maria Jung

### **1. Work & Feedback Process**

- a. The Illustrator will present to the Client sketches and roughs before working on the final illustrations. The illustrator will wait for the approval of the client before moving on to the “final phase” of the illustration (inking & coloring). Approval and/or feedback for the sketches has to be given in a timely manner.
- b. The client shall make immediate objection upon delivery if the artwork is not in accordance with the brief. If such an objection is not received by the Illustrator within seven (7) days of delivery of the artwork it shall be conclusively presumed that the artwork is acceptable.
- c. If the Client asks for revisions after already approving the artwork:
  - Small revisions (e.g. placement of characters, facial expressions, color of a piece of clothing, addition of small details) are included within the agreed payment.
  - Bigger revisions (new character, new background, etc.) will be billed for the hourly rate of the Illustrator.

### **2. Cooperation by the client**

- d. The client is obliged to make available to the illustrator in good time all information and data (e.g. a manuscript, a detailed description of the work that is needed, an illustration list) in a standard format that is needed for the timely execution of the commission. If the client should fail to give this information in a timely manner, the illustrator cannot be held responsible for any delays in the timeline and/or the timeline should be updated accordingly. The definition of “timely manner” shall be discussed and agreed upon based on the project.

### **3. Delivery of Artwork**

- a. The Illustrator will deliver the final artwork upon payment. Delivery will happen over a file-sharing system. The format will be high-resolution PSDs. The size of the artwork will be agreed upon with the Client.
- b. The Illustrator shall retain ownership of all artwork (including roughs and other materials) delivered to the Client.

### **4. Rights of use, ownership**

- a. The services of the Illustrator are protected by Austrian copyright law (Urhheberrechtsgesetz). The simple payment of a fee for the work does not entitle the Client to use the work. This requires a separate agreement on the grand of rights.
- b. The Client shall ensure the Illustrator is credited in any editorial use of the artwork.
- c. The Illustrator has the right to use the work in her portfolio.
- d. The license hereby granted is personal to the Client or the Client's customer (where the Client is acting as an intermediary) and the rights may not be assigned or sub-licensed to third parties without the Illustrator's consent.

#### **5. Payment terms**

- a. The client shall pay the Illustrator within thirty (30) days of the date of the Illustrator's billing, which shall be dated as the date of delivery of the finished art.
- b. At the time of signing the Confirmation of Assignment or the commencement of work, whichever is first, Client shall pay Illustrator 1/3 of the total fee as a nonrefundable advance against expenses.
- c. If a commission is performed over a period of time of more than four weeks, the amount due shall be paid in multiple installments.

1/3 of the total fee at the time the order is placed  
1/3 of the total fee on completion of 50% of the work  
1/3 of the total fee on delivery

#### **6. Cancellation**

If a commission is cancelled by the Client, the following cancellation payment shall be paid by the Client:

25% of the agreed fee if the commission is cancelled before delivery of roughs;  
30% of the agreed fee if the commission is cancelled at the rough stage;  
100% of the agreed fee if the commission is cancelled on the delivery of artwork;  
pro rata if the commission is cancelled at an intermediate stage.

In the event of cancellation, ownership of all rights granted under this Agreement shall revert to the Illustrator unless the artwork is based on the Client's visual or otherwise agreed.

#### **7. Governing Law**

These terms and conditions are governed by the law Austria and may not be varied except by agreement in writing. The parties hereto submit to the non-exclusive jurisdiction of the Austrian Courts.