

COMMISSION AGREEMENT FOR STRIP CARTOON

THIS AGREEMENT made effective as of the ____ day of _____, _____.

BETWEEN:

[NAME OF PUBLISHER]

[address]

(the "Publisher")

- and -

[NAME OF ARTIST]

[address]

(the "Artist")

RECITALS:

WHEREAS the Publisher wishes to commission the Artist to produce a hand-drawn and/or computer generated original strip cartoon ("Strip Cartoon") intended primarily for reproduction as printed material in newspapers, periodicals, and magazines, featuring the characters _____ ("Characters");

AND WHEREAS the Artist has agreed to accept such commission;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements contained in this Agreement, the parties hereby agree as follows:

ARTICLE I - DEVELOPMENT OF STRIP CARTOON

1.1 The Artist shall consult with the Publisher and such persons as the Publisher may designate to develop character designs and storylines for a newspaper version of the Strip Cartoon in form and style acceptable to the Publisher.

1.2 The Artist shall consult with the Publisher at all times during production of the Strip Cartoon, and shall follow the reasonable directions of the Publisher and the creative and artistic requirements of the Publisher in respect of the Characters and the overall tone and direction of the Strip Cartoon.

1.3 The Artist undertakes to ensure that the Strip Cartoon shall be faithful to the established conceptualisation of the Characters and shall reflect the same high standards of quality and integrity and adhere to the same portrayal of the Characters as established in _____ [*origins of characters*].

ARTICLE II - PORTRAYAL OF CHARACTERS

2.1 The Artists agree to obtain the approval of the Publisher in relation to all storylines and designs and all completed Strip Cartoons, and shall not portray the Characters in an unfavourable manner or in a manner which may cause offence to the Publisher or to readers.

2.2 All approvals shall be provided by the Publisher in writing within ___ working days from receipt of satisfactory final work from the Artist. Strip Cartoons completed by the Artist shall be submitted for final approval in batches of at least ____ at a time, or such other number as the parties agree is practical and workable.

2.3 No approvals required pursuant to this Agreement shall have any force or effect unless evidenced in writing and signed by a duly authorised representative of the Publisher.

ARTICLE III - RIGHTS

3.1 The Artist assigns to the Publisher the entire copyright, including all rental and lending rights, all rights of action, and all other rights of any nature whatsoever, in and to the Strip Cartoons and the entire product of the services of the Artist ("Material") in connection with the Strip Cartoons, to hold the same to the Publisher, its successors, assignees, and licensees, including any and all renewals, revivals, reversions, and extensions from time to time subsisting under the laws in force through the world for the full period of copyright and thereafter, so far as permissible, in perpetuity.

3.2 The Artist acknowledges that all rights to exploit the Characters ("Underlying Rights") shall be reserved to the Publisher absolutely.

THIS IS A 4-PAGE FORM.