AGREEMENT TO COMMISSION ILLUSTRATIONS FOR ORIGINAL WORK

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

BETWEEN:

[NAME OF AUTHOR]
[address]
(the "Author")

- and -

[NAME OF ARTIST]
[address]
(the "Artist")

WHEREAS Author wishes to commission Artist to produce illustrations and book jacket art (collectively referred to as the "Illustrations") for an original work written by Author entitled "_____" (the "Work"), and Artist has agreed to accept such commission, on the terms and conditions and for the remuneration set out herein;

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

1. Development of Illustrations

Artist shall consult with Author at all times during production of the Illustrations to develop and design the Illustrations in a form and style acceptable to Author, and shall follow the reasonable directions of Author and the creative and artistic requirements of Author in respect of the overall tone and direction of the Illustrations. Artist undertakes to ensure that the Illustrations shall be faithful to the character of the Work and shall reflect the same high standards of quality and integrity as established by Author in the written text of the Work.

2. Term

This Agreement shall commence on the date hereof, and shall continue in existence until terminated by written consent of both parties, or by operation of law, or as otherwise provided herein.

3. Compensation; Royalty Payments

(a) As compensation for Artist's services hereunder, Artist shall receive a royalty of ___% of the net profits generated from sales of the Work, such compensation to be no less than a minimum of $_____ in total. Author agrees to pay Artist any shortfall if the total of royalties payable to Artist do not reach the stated minimum.

(b) If Artist's work is used in connection with any merchandising or other promotional items related to the Work, Artist shall receive a royalty of ___% of the net profits from the sale of such items.

(c) Author hereby authorizes his/her publisher, _____ *[insert name of publisher]* to make all royalty payments to Artist, at the address given on the face of this Agreement or such other address as Artist may designate. All payments will be made by check within ____ days of the end of each calendar quarter, and will be accompanied by a statement of sales revenues detailing how the royalty was calculated.

THIS IS A 5-PAGE AGREEMENT.