

ILLUSTRATION COMMISSION AGREEMENT

Agreement made on June 3rd, 2016

Illustrator: Phoenix Chan

Address: 9063 54th Ave., Elmhurst, NY 11373

- and -

Publisher: The City of Central Falls

Address:

Concerning illustrations commissioned by the Publisher and described below:
Up to 9 interior illustrations and a front and back cover (the “Artwork”). The character illustrations would use on title page and dedication page for the children's book, titled “Central Fall: The World in One Square Mile”

1. Commission and Grant of Rights

The Illustrator acknowledges and agrees that the Artwork hereunder been specifically ordered and commissioned by the Publisher. The Illustrator hereby sells, assigns, and transfers, and the Publisher hereby purchases the sole and exclusive license to produce, publish, and/or sell in printed book or e-book format. The Illustrator retains the copyright of the Artworks. The Publisher agrees not to make any substantive changes to the Artwork without consulting the Illustrator.

2. Sale and Purchase of Artwork (Advance)

The fee for this project shall be **\$5800 total**. The sum of the fee shall be billed and paid in three installments: \$1800 for the deposit due before project commences; \$2000 after the approval of the final sketch; and \$2000 after the approval of the final colored illustration. The right to use the illustrations is contingent upon payment in full.

Each payment is a non-refundable fee, even if the Artwork is not published by the Publisher.

If the Publisher wishes to sell the Artwork through a medium other than a published book or e-book format, the Publisher agrees to pay the Illustrator extra fee through negotiation.

3. Project Schedule and Delivery Dates

Illustrator shall deliver the Artwork, in the form of digital files to the Publisher not later than the following dates:

- Character sketch and storyboard: no later than 7/31/2016
- Revised Sketches: 4 weeks after revisions are requested
- Final art due: 8 weeks after final sketches are approved

4. Illustrator's Copies

The Publisher shall furnish the Illustrator with five (5) free copies of the Book upon publication.

5. Credit

a) The Illustrator's name shall be printed on the front cover or the back cover as "Illustrations By Phoenix Chan".

6. Promotion

The Illustrator shall permit the Publisher free of charge to use the Artwork to promote the Work in catalogues, website, advertisements and other promotional material. The Illustrator has the right to use the Artwork for self-promotional purposes.

7. Failure to Deliver

If the Illustrator fails to make delivery of the Artwork on the dates specified in Section 3, or if the Artwork delivered is not satisfactory to the Publisher, the Publisher may, at his/her option, at any time thereafter, without prejudice to his/her other rights and remedies, do one or more of the following:

- (a) Terminate this Agreement by giving written notice.
- (b) Request the Illustrator to work cooperatively with the Publisher to make the Artwork satisfactory to the Publisher within a period of time, in which event the Illustrator shall use his/her best efforts to do so.

8. Cancellation

Should the Publisher for any reason cancel publication, each payment to the Illustrator is non-refundable.

9. Warranty

The Illustrator represents and warrants that:

- (a) the Artwork is original and has not been previously published;
- (b) the Artwork does not contain any obscene, libelous or defamatory matter; and
- (c) the Artwork is in no way a violation or an infringement of any existing copyright or license.

10. Publication

The Publisher shall publish the Work at such time, and in such manner, as may be determined by the Publisher.

11. Entire Agreement

This Agreement constitutes the entire Agreement between the Illustrator and the Publisher concerning its subject matter and supersedes any and all prior agreements, arrangements or understandings (whether written or oral) relating hereto. No addition or modification of any provision of this Agreement shall be binding upon the parties unless it is in writing and signed on behalf of the Publisher and the Illustrator.

12. Applicable Law

This Agreement shall be governed and interpreted in accordance with the laws of the United States.

IN WITNESS WHEREOF the parties have duly executed this agreement the day and year first written above.

Signature:


Publisher

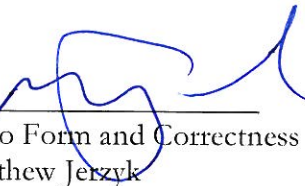
Date


Illustrator

Date

CITY OF CENTRAL FALLS:

By: 
James Diossa
Mayor

By: 
As to Form and Correctness
Matthew Jerzyk
City Solicitor

 8/9/6
By: _____
Reviewed
Leonard Morganis
Administrative and Finance Officer

