

Designer → Commissioner Agreement

To (Designer): *Name of Designer*

I am pleased to accept your commission for Artwork as follows:

Deliverables: *(example) 3D Environment Artwork production.*

Usage: *(example) Digital: Web, Video, Presentations and Apps.*

Client: *Name of Commissioner*

Contact: *Email address / phone number / etc. of Commissioner*

Delivery Schedule:

Stage 1: Moodboarding & Concept	Estimated date: <i>mm / dd / yyyy</i>	Fee: \$ —
Stage 2: Sketching & 1st Design Proposal	Estimated date: <i>mm / dd / yyyy</i>	Fee: \$ —
Stage 3: Modeling & Revisions	Estimated date: <i>mm / dd / yyyy</i>	Fee: \$ —
Stage 4: Rendering	Estimated date: <i>mm / dd / yyyy</i>	Fee: \$ —

Work on commission will begin upon payment of a 50% advance of the total fee → **Total Fee:** \$ —

Terms of Copyright:

Commissioner Name: *Name of Commissioner*

Territory: *Commissioner's country or continent of residence*

Term: Life + 70 years

Rights: *Commissioner's country or continent of residence* copyright law.

Exclusivity: Copyright License is exclusive to the end-user unless otherwise stated below.

Credits: Credit for editorial work is required. A credit for non-editorial work is not required, but appreciated, unless so stated below.

Special Terms: Artistic exclusivity for the original designer on design changes of the original, and future designs / commissions of changes, environments and content.

The Standard Terms and Conditions for this commission and for the later licensing of any rights are shown on page 2. Please review them and let the Designer know not later than a week from receipt of this document if you have any objections or queries. Otherwise it will be understood that the Commissioner accepts them. It is not possible to vary the terms of this agreement after the Commissioner's acceptance without the Designer's written consent.

Signature of Designer:

Date: *mm / dd / yyyy*

Signature of Client:

Date:

Name of Designer

Designer Business ID Number

Terms & Conditions

Ownership of Copyright / Copyright License

1. The copyright in the Work, including all preparatory designs for the Work which includes but is not limited to sketches, graphic works, project development and production drawings, models, characters, prototypes and other matters ("Artwork"), commissioned by the Commissioner shall be retained by the Designer.
2. The Commissioner is deemed to have accepted these terms and conditions if it does not object within one calendar week of receiving the Designer Commissioner Agreement form.
3. The Commissioner or the Client (where the Commissioner is acting as an intermediary) is granted a license solely as specified and for the usages set out on the face of this Designer Commissioner Agreement form.
4. For the avoidance of doubt, the Designer shall have the right to use the Work and Artwork for the purpose of self-promotion, unless both parties agree otherwise in writing.
5. The license hereby granted is conditional upon the Designer having received payment in full of all monies due.
6. The license hereby granted is personal to the Commissioner or the Client (where the Commissioner is acting as an intermediary) and the rights may not be assigned or sublicensed to any third parties without the Designer's prior written consent.
7. The Commissioner accepts that the use of the Work and Artwork is restricted as specified in the Designer Commissioner Agreement form. Further use of the Work or Artwork is subject to an additional license to be granted by the Designer. Both parties shall negotiate the terms of the additional license in good faith.
8. Unless stated otherwise in this Agreement, the Fee is payable in Dollars or Euros, inclusive of all of Designer's expenses and preparation time.

Payment

9. All fees due to the Designer shall be exclusive of any applicable Value Added Tax ("VAT") or like tax (which shall be additional).
10. If and to the extent that VAT is payable, the Designer will render to the Commissioner a VAT invoice.
11. The Commissioner shall pay all invoices within 30 days of the date of the invoice. The Designer reserves the right to charge interest at the annual rate of 8%, to accrue daily from the due date until payment is received.
12. The deposit is non-refundable unless the Designer suddenly interrupts, cancels or doesn't end the agreed

commission. The deposit has to be paid in advance, before starting the order.

Cancellation

13. If a commission is canceled by the Commissioner, the Commissioner shall pay a cancellation fee as follows:
 - i. 30% of the agreed fee if the commission is canceled before Stage 1;
 - ii. 60% of the agreed fee if the commission is canceled at Stage 2;
 - iii. 100% of the agreed fee if the commission is canceled at Stage 3 or later stages;
 - iv. If the commission is canceled at an intermediate stage, a fair and reasonable amount on account of the Fee due under this Agreement commensurate with the Schedule performed to date of such cancellation.
 - v. In the event of cancellation, ownership of all rights granted under this Agreement shall revert to the Designer unless the Artwork is based on the Commissioner's visuals or otherwise agreed.

Delivery

14. The Designer shall use reasonable endeavors to deliver the relevant Artwork as digital files in accordance with the specifications to the Commissioner by the agreed date and shall notify the Commissioner of any anticipated delay in which case the Commissioner may (unless the delay is the fault of the Commissioner) ask the Designer to deliver the relevant Artwork as agreed in the Schedule or on a mutually agreed date – whatever is the later date.
15. The Designer shall not be liable for any consequential loss or damages arising from late delivery of the deliverables.
16. The Commissioner shall make an immediate objection upon delivery if the Artwork is not in accordance with the brief. If such objection is not received by the Designer within 21 days of delivery of Artwork it shall be conclusively presumed that the Artwork is acceptable.

Approval / Rejection

17. Should the Artwork fail to satisfy, the Commissioner may reject the Artwork upon payment of a rejection fee as follows:
 - i. 30% of the agreed fee if the Artwork is rejected at Stage 1.
 - ii. 60% of the agreed fee if the Artwork is rejected at Stage 2.
 - iii. 80% of the agreed fee if the commission is rejected at Stages 3 or further.

In the event of rejection, all rights licensed or otherwise granted to the Commissioner under this Agreement shall revert to the Designer except to the extent that the Artwork is based on the Commissioner's visuals or as otherwise agreed.

Changes

17. If the Commissioner changes the brief and requires subsequent changes, additions or variations, the Designer may require additional payment. The Designer may refuse to carry out changes, additions or variations which substantially change the nature of the commission.

Guarantees

18. Except where Artwork is based on reference material or visuals supplied by the Commissioner or where otherwise agreed, the Designer guarantees that the Artwork is original and does not infringe any existing copyright.

19. The Commissioner guarantees that any necessary permissions have been obtained for the use of reference material or visuals supplied by the Commissioner or the Client and undertakes to keep the Designer fully and effectively indemnified against any and all claims and expenses including reasonable legal fees arising from the Designer's use of any materials provided by the Commissioner or the Client.

20. All copyrights not granted in this document are reserved to the Designer.

Source Files

21. Deliverables do not include original source files but only files in the format as specified in the DELIVERABLES definition. It shall be at the Designer's discretion to make original source files available to the Commissioner on request for a mutually agreed fee. Usage of source files shall be governed by the same terms that govern usage of the Deliverables by the Commissioner under this agreement.

Artistic Exclusivity for the Designer

23. Any alteration, retouch, modification or change on the original or future designs/commissions of characters, backgrounds or content of the same artstyle shall not be done without the direct participation or consent of the original Designer.

24. Any new future designs/commissions of characters, backgrounds or content of the same artstyle shall not be done without the direct participation or consent of the original Designer.

25. The Designer may require additional payment and agreements for future changes, commissions or designs not covered in this contract and out of the specified deadlines. If an agreement on future changes, commissions or designs

is not reached, additional compensation may be required by the Designer.

Credits / Moral Rights

26. The Commissioner shall ensure the Designer is credited in any editorial use of the Deliverables. Credits for non-editorial use are not required unless so indicated on the front of the Designer Commissioner Agreement form.

Samples

27. Unless otherwise agreed, the Designer shall be entitled to receive not less than three printed copies of the work / merchandise if applicable.

Notices

28. All notices shall be sent to the Designer and to the Commissioner either at the postal address or email address stated in this Agreement. Each party shall give written notification of any change of address or email address to the other party prior to the date of such change.

Dispute Resolution

29. In the event of any dispute between the parties, both parties will seek in good faith to resolve the dispute amicably by negotiation.

30. Either party may give the other a written notice that it wishes to refer a dispute to formal mediation ("Mediation Notice"). If within two weeks of service of a Mediation Notice the dispute has not been resolved, the parties shall then try to settle the dispute by mediation in accordance with the Model Mediation Procedure of the Centre for Effective Dispute Resolution. If that fails, or after either party has made all reasonable efforts to follow that procedure, either party may commence proceedings in a court of competent jurisdiction. Either party may at any time seek injunctive relief from a court of competent jurisdiction.

Governing Law

31. These terms and conditions are governed by the law of *Designer's country of residence* and may not be varied except by agreement in writing. The parties hereto submit to the exclusive jurisdiction of the *Designer's country of residence* Courts.