

OFFER FOR COMMISSIONED ILLUSTRATION FROM **COLUMBUS CARTOON COALITION**

This contract is an offer ("Offer") by Columbus Cartoon Coalition (hereby referred to as the "Commissioner") to a creative team (hereby referred to as the "Artists") for the Artists to provide creative work ("Work"—as described below) as requested by Commissioner.

1. Work. Commissioner retains Artists to create a comic submission for the Columbus Cartoon Coalition 2022 anthology (hereby referred to as the "Project"). The Work includes only the final, deliverable art as digital files. Original art, preliminary work, or sketches are not included in the Work.

2. Price and Delivery. The non-refundable flat-rate for the Work is \$5 per page of completed comics that appear in the Project. Payment will increase when stretch goals of the crowdfunding campaign are met, to the amount stated in the campaign. Payment is made through PayPal upon completion of the campaign to fund printing of the Project.

3. Grant of Rights. The Artists agree to cede the Commissioner first exclusive worldwide rights to the Work for 6 months from date of publication, and non-exclusive worldwide reprint rights in perpetuity. The Commissioner has the right to use the art in the Project in perpetuity, and portions of the complete work in promotional material.

4. Artist's Rights. The Artists retain all other rights. The Artists retain all ownership of original art.

5. Editing Agreement. The Commissioner agrees that The Artists will complete the Work in the Artists' creative styles at the Commissioner's direction. The Commissioner will work with the Artist to create a piece both parties are satisfied with. If the Commissioner refuses to receive Work or the Artists refuse to edit Work, it is understood and agreed that the Agreement is canceled, and no amount will be paid.

6. Cancellation and Expiration. The payment for Work is non-refundable after final art is turned in with corrections as listed by the Commissioner. If the Commissioner nonetheless does not want or refuses to receive unfinished Work, the Artists may decide whether or not to complete Work and will exclusively retain all right to Work.

7. Limitation of Liability. The Artist agrees that the Commissioner will not be liable for any damages (including, but not limited to, incidental or consequential damages) that arise from the Artists' performance of this commission (including, but not limited to, failure to perform in a timely manner, regardless of whether the failure was intentional or negligent.)

8. Dispute Settled by Arbitration, and Governing Law. Any dispute under or about this Agreement must be submitted to and resolved by arbitration. Parties will bear their own costs. Any court may enforce the arbitration award. This Agreement will be governed by the laws of Washington State, in the country of the United States. This Offer is accepted and may be enforced upon the signature of the Artists (an electronic signature is acceptable).

Artist: _____ (signature), on _____ (date)
Commissioner: _____ (signature), on _____ (date)