

DESIGN CONTRACT

Client:

Primary Contact:

Project: Cover Design of

Designer: Kyra Wolff / kyrajwolff.com

Invoice #: (if applicable)

This contract is an offer by Designer to Client made on [DATE] for Designer to provide creative Work as requested by Client.

1. Work

Client requests Designer to create Work for use in a Publication as described in Schedule A to this agreement. Work includes only the final, deliverable art, and not any preliminary Work or sketches. A conceptual design, indicative of the final Work ("Design Concept") will be produced by Designer for review and approval prior to the creation of the final deliverable Work.

2. Payment

The total fee is due and payable immediately upon the Client's written approval of the Design Concept. Designer will make delivery of Work to Client within 7 business days of the receipt of payment. Additional fees required for the use of 3rd Party Media in the Work, will be itemized in Schedule B to this agreement, and may form part of, or may be in addition to fees payable for design services.

The grant of any license or right of copyright is conditioned on receipt of full payment.

3. Estimates for changes and additional work.

The fees and expenses communicated for any changes or additional work are minimum estimates only unless an hourly fee has been agreed upon. That fee will be (hourly rate) per hour and Designer shall provide the Client of a tally of hours within a reasonable period of time upon request if such is the measure of the fee. Final fees and expenses shall be shown when invoice is rendered.

4. Grant of Rights

Designer does hereby sell, assign, and transfer to Client, its successors and assigns, the entire right, title and interest in and to the copyright in the Work, strictly for use in the Publication named in Schedule A to this agreement and subject to the exclusions below, and any registrations and copyright applications relating thereto and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the Work, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or

future infringement based on the copyrights, and in and to all rights corresponding to the foregoing throughout the world.

In the process of the creation of the Work, Designer may make use of and incorporate images and other source materials which are the property of third parties and the use of which is governed by agreements with third-parties as listed in Schedule B to this agreement ("3rd Party Media").

Designer hereby attests that all 3rd Party Media used in Work is identified separately and individually and the licenses associated with the use of such media is clearly stated in Schedule B to this agreement.

Designer hereby agrees to make best efforts to ensure that any 3rd Party Media used in the creation of the Work is authorised, fully paid up, and free of limitations and other royalties or claims for use within the Publication. Designer makes no warranty that 3rd Party Media is free of limitations or claims associated with using the 3rd Party Media in Publication. In the event that a claim against 3rd Party Media is brought to the attention of the Designer, the Designer shall immediately inform Client of such claim.

Author acknowledges that although the Licensed Cover is represented by the Designer to be a one-of-a-kind piece of art, it is derived by combining two or more stock photographs and that such stock photographs may appear individually or combined with other photographs for other uses. The combination of the stock photographs used to create the Licensed Cover will be exclusive to Author, will be removed from art available for licensing on the Designer's website upon execution of this Agreement, and will not be licensed by the Company again. However, since the Designer does not have exclusive rights to the stock photographs used to create the Licensed Cover, it is possible, although unlikely, that a non-affiliated party could recreate the Licensed Cover without the Designer's knowledge, in which event the Designer shall not be liable in any way to the Author.

5. Exclusions and Retention of Rights.

The grant of rights in this agreement excludes the right to authorship credit and modification, which is retained by Designer. Designer agrees that Work is produced with the intent it be unique and will not seek to resell or publish Work, except as noted below. Copyright to the Licensed Cover, if possible, shall be printed in the Book as specified next to the Licensed Cover. Designer retains the right to have authorship attributions removed from copies of the Publication at any time for any reason. Client agrees to include links to Designer's designated URL within electronic Publications as is practical. Designer may use Work in Designer's portfolio (including, but not limited to, any website that displays Designer's Works). Client may not seek to mislead others that Work was created by anyone other than Designer.

This license is limited to an eBook or print run of up to 250,000 copies of the Book. It is the Author's responsibility to inform Designer if book sales exceed 250,000 books. Designer will inform you if an extended license would be needed at that time. The Designer will not be held liable for license infringement. This grant of rights includes the right, for all print and ebook versions of the Book, to distribute, publish, use, transmit, crop and otherwise display the Licensed Cover in connection with the Book, and for marketing, advertising and promotion of the

Book. The actual cover art image can only be modified or altered by the artist who has created the cover.

6. Cancellation

The fee for Work is refundable pending only upon Designer's breach of contract. In the event of cancellation of this assignment, ownership of all copyrights and the original artwork shall be retained by the Designer, and a cancellation fee for work completed, shall be paid by the Client. If the project is on a time and materials basis and the project is canceled by Client, Client agrees to pay no less than 100% of the hours already worked and soon to be billed for the project.

7. Limitation of Liability

Client agrees that Designer will not be liable for any incidental or consequential damages that arise from Designer's 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 through the arbitration services located at Internet URL <http://www.judge.me>. Parties will bear their own costs. Any court may enforce the arbitration award. This Agreement will be governed by the laws of (state and country of designer and/or client).

9. Acceptance of terms

The action of the sending and receipt of this agreement via electronic method will hold both parties in acceptance of these terms. Designer as sender and Client as recipient will acknowledge acceptance of these terms either through an e-mail noting acceptance or acceptance is acknowledged at the beginning of any work on said project. Electronic signatures shall be considered legal and binding.

In witness whereof, the parties have executed this agreement, effective this [DATE]

Client:_____

Designer:_____

Schedule A

Project Description. **"Title and design parameters (front cover, full cover etc)"**

Publication:

Publication Format : (ebook/print [pb/hc])

Project Type : Fixed fee

Fixed Fee Amount : (price)

Schedule B - Third Party Media

Complete list of third party media used with links to governing licenses associated.

Image 1.

Image 2.