

Delivery Terms for illustration commissions **Magda van Tilburg**

1. Unless the parties have agreed to the contrary in writing, upon payment of the agreed fee the client is granted a licence for ONCE-ONLY EXCLUSIVE PUBLICATION of the commissioned work produced by the illustrator (i.e. without the illustrator's consent, republication of the said work or part thereof may not take place).
2. Unless the territorial scope of the USE/LICENCE to use is not stipulated, this is deemed to be limited to the Dutch language areas within Europe.
3. Unless the DURATION OF USE (publication period) has been stipulated, this, with the exception of book illustration, is deemed to be limited to 12 months.
4. Unless a TRANSFER OF COPYRIGHT has been agreed in writing, ownership of the copyright is retained by the illustrator.
5. Unless TRANSFER OF OWNERSHIP has been agreed in writing, this will be deemed not to have taken place (i.e. the original work remains the property of the illustrator).
6. If the DURATION OF THE EXCLUSIVITY has not been stipulated, this will be deemed to be limited to 12 months.
7. PAYMENT must take place within 30 days of the date of invoice. In the event of the client failing to make payment on time, he/she will pay interest on the invoiced fee in accordance with the interest rates determined by law and he/she will also pay any non-judicial debt-collecting costs incurred, set at a minimum of 15% of the invoiced fee with a minimum of EUR 125,-.
8. In the event of ADDITIONAL WORK OR UNFORESEEN EXTENSION OF WORK, additional fees may be negotiated between the client and the illustrator. Additional work or unforeseen extension of work as a result of changes made to the briefing will be paid on the basis of the illustrator's normal rates.
9. If the production time can be reasonably expected to last longer than one month, the illustrator is entitled to a MONTHLY ADVANCE.
10. The client releases the illustrator from LIABILITY in matters of copyright where this concerns reference material such as photo's, drawings etc. as supplied by the client, also where this concerns unintentional damage, loss or destruction of material and/or information supplied by the client.
11. The illustrator warrants that the work produced is original and releases the client from LIABILITY concerning copyright, unless resemblance is specifically required, while due observation has been given to the terms stipulated in art. 10. Where resemblance is required, the client releases the illustrator from liability for claims made in this regard by third parties.
12. The illustrator is always entitled to SIGN his/her work. For commercial usage, the inclusion of credits will be determined in close consultation with the illustrator. For editorial usage, acknowledgement of the illustrator is a standard condition. If this condition is not met, the sum payable for publication rights will be increased by 100%, at a minimum of EUR 175,-.
13. In the event of CANCELLATION of the commissioned job for any reason whatsoever, the client is liable to full payment of the agreed fee, unless there is a demonstrable default on the part of the illustrator.
14. Unless the parties have agreed to the contrary in writing, all ROUGHS, whether approved or rejected, will be returned undamaged to the illustrator within 2 months of delivery. The client is not entitled to reproduce or publish these roughs or any part of them, in any form whatsoever, without the permission of the illustrator.
15. Unless the parties have agreed to the contrary in writing, the client will RETURN all the illustration work, undamaged, to the illustrator within 6 months of the delivery date. The illustrator warrants to keep the work available for the client for a period of 2 years.
16. The client may not make any CHANGES to the Illustrations without the permission of the illustrator.
17. In the event of LOSS of or DAMAGE to the original work which is directly or indirectly in the client's custody or control, then the client will pay damages for all consequential financial loss to the illustrator. These damages amount to a minimum of twice the agreed or normal fee for publication, with a minimum of EUR 750,-.
18. If the client publishes the illustrator's work WITHOUT his/her permission for any purpose other than that which was agreed, then the client will pay per PUBLICATION a sum amounting to twice the agreed or normal fee.
19. The client will present to the illustrator 5 free COPIES OF THE PUBLICATION containing the illustration or any part thereof, as soon as publication has taken place.
20. If, on the dates specified for payment, the client fails to meet his/her PAYMENT OBLIGATIONS as specified in art. 7, then all his/her rights as client are withheld. This includes the right to use any work submitted by the illustrator for publication purposes.
21. This contract is subject to the Dutch law. All DIFFERENCES or DISPUTES between the parties touching the construction of this contract will be judged by an authorised judge in The Netherlands.

Date/Signature client:

Date/Signature illustrator: