This Illustration Development Agreement (this “**Agreement**”) is entered into as of [Date] (the “**Effective Date**”), by and between:

**Client:** [Client Name], with principal address at [address] (“**Client**”),
and
**Illustrator:** [Illustrator Name], with principal address at [address] (“**Illustrator**”).

Client and Illustrator may each be referred to as a “**Party**” and together as the “**Parties**.”

**1. Services and Deliverables**

1.1 **Scope of Work.** Illustrator agrees to create illustrations as described in *Exhibit A* (the “**Illustrations**”) in accordance with the project specifications, timeline, and milestones.

1.2 **Revisions.** Client shall be entitled to [number] rounds of reasonable revisions at no additional cost. Any revisions beyond this shall be billed at Illustrator’s then-current rate.

**2. Compensation**

2.1 **Fees.** Client agrees to pay Illustrator [flat fee/hourly rate] as set forth in *Exhibit B*.

2.2 **Payment Schedule.** Payment shall be made as follows:

* [X%] deposit upon execution of this Agreement,
* [X%] upon delivery of draft sketches, and
* [X%] upon delivery of final Illustrations.

2.3 **Expenses.** Any pre-approved, reasonable out-of-pocket expenses shall be reimbursed by Client.

**3. Intellectual Property Rights**

3.1 **Ownership.** Except as expressly provided herein, Illustrator retains ownership of all rights, title, and interest in the Illustrations, including copyright.

3.2 **License Grant.** Upon full payment, Illustrator grants Client a [non-exclusive/exclusive], [perpetual/limited-term], [transferable/non-transferable] license to use the Illustrations solely for [describe permitted uses—e.g., print, digital media, marketing, merchandise].

3.3 **Restrictions.** Client may not modify, resell, sublicense, or use the Illustrations outside the scope of the license without Illustrator’s prior written consent.

3.4 **Attribution.** Client shall provide reasonable credit to Illustrator in a form substantially as follows: “Illustrations by [Illustrator Name],” unless otherwise agreed.

**4. Confidentiality**

Both Parties agree to keep confidential any proprietary or sensitive information shared during the project.

**5. Warranties and Representations**

5.1 Illustrator represents that the Illustrations will be original works and will not knowingly infringe any third party’s intellectual property rights.

5.2 Client represents that any reference materials, instructions, or content provided to Illustrator do not infringe third-party rights.

**6. Term and Termination**

6.1 **Term.** This Agreement begins on the Effective Date and continues until completion of the Services unless terminated earlier.

6.2 **Termination for Convenience.** Either Party may terminate upon [10/30] days’ written notice. In such case, Client shall pay Illustrator for all Services performed and expenses incurred up to the termination date.

6.3 **Termination for Cause.** Either Party may terminate immediately if the other materially breaches this Agreement and fails to cure within [10] days of written notice.

**7. Indemnification**

Each Party shall indemnify and hold harmless the other from any third-party claims arising out of breach of representations, warranties, or obligations under this Agreement.

**8. Limitation of Liability**

Except for breaches of confidentiality, indemnification, or intentional misconduct, neither Party shall be liable for indirect, incidental, or consequential damages.

**9. Miscellaneous**

9.1 **Independent Contractor.** Illustrator is an independent contractor, not an employee, agent, or partner of Client.

9.2 **Entire Agreement.** This Agreement contains the entire understanding between the Parties and supersedes all prior agreements.

9.3 **Amendments.** This Agreement may be modified only in writing signed by both Parties.

9.4 **Governing Law.** This Agreement shall be governed by the laws of the State of [State/Country].

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date.

**Client:**
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Illustrator:**
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Exhibit A – Scope of Work**

* Description of Illustrations (number, style, size, format)
* Timeline & milestones
* Deliverables (e.g., digital files, high-res images, layered files)

**Exhibit B – Fees and Payment**

* Total project fee or hourly rate
* Payment schedule
* Additional revision fees (if any)