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**Quotation for illustration work  
by YOUR NAME**

**Client**

Company :  
On behalf of : THEIR NAME  
Project : PRODUCT  
Quotation Number :  
Quotation Date :

**Work objective**

*YOUR NAME (contractor), works as a freelance illustrator & will provide illustration work for the client, based on the job description below. These job -specifications are the basis for the illustration work that will be created.*

**Job description**

**Subject & Theme**

YOUR NAME will provide the following illustrations for PRODUCT:

- 

**Style, look and feel**

Illustrations will have an art style close to the style specified in REFERENCE DOCUMENT, that was delivered by the client & is known to both parties. Additional references given beforehand , will also be taken in account.

**Layout**

- As speciefied in document REFERENCE DOCUMENT, known to both parties.

**Size Specifications/ Resolution / orientation/ filetype**

Layered PSD -Files of 300 DPI, full color, CMYK files (specify profile, if any available).

**Delivery**

Digital PSD-files, provided through a downloadlink that will be sent by email to the client (using for example: dropbox or wetransfer).

### Work Period

The illustration work will be made on succeeding working days,  
and will be delivered on the final day of that period (delivery date).

Work period	(working days)	delivery date
1. Delivery of final illustrations	(April 9)	09/04/2018
2. Making final adjustments (if needed)	(April 11)	11/04/2018

Execution step by step?	No
Work weekends ?	No
Work on site?	No
Multiple invoice moments?	no
Anticipated travel expenses:	0,-

### Daily rates & total costs

These costs are based on the job description  
and are fixed as described here.

Days of work:	1
Daily rate excl. VAT:	€ 1,-
Total costs excl. VAT:	€ 1,-
VAT 21 %:	-----
<b>Total cost including VAT:</b>	<b>€ 100,-</b>

Note: All prices are in Euros (€) and must be paid in Euros.

Note: (possible) transaction costs are not yet included here & are for the client.

### Please sign below to complete the agreement

By signing this quotation both parties come to an agreement under the "**Conditions for freelance illustration work – 2011.01**", as known to both parties. Please sign all pages, including the attached '**Conditions**'.

#### Contractor

YOUR NAME, COMPANY NAME, CONTACT DETAILS, VAT NUMBER, E-MAIL, PHONE NUMBER, BANK ACCOUNT, PAYPAL ACCOUNT

#### Client

THEIR NAME, COMPANY NAME, CONTACT DETAILS, VAT NUMBER, E-MAIL, PHONE NUMBER

Client

Contractor

THEIR NAME  
LOCATION, 2018

YOUR NAME  
LOCATION, 2018

## Conditions for freelance illustration work – 2011.01

*Hi! I am a freelancer  
and like to work with you under the conditions listed below.*

### Freelance agreement

- If the client agrees with a quotation of the contractor, by signing it, the client will then enter into a freelance agreement under which the contractor for the client will perform work -outside employment - under the terms and conditions as listed here.
- These conditions are binding & overrule any previous or other agreements & discussions regarding the assignment listed in the quotation.
- During the assignment the contractor will then perform tasks, alone or with others, for the development of the project mentioned in the quotation, in the function of illustrator and/or art director. The emphasis is on providing illustration work.

### Agreement exceptions

- Some exceptions can be made regarding these **Conditions for freelance illustration work** . But these exceptions have to be made in writing & must be clearly agreed upon by both parties.

*We work during office hours, from our studio.*

### Duration of contract

- The amount of work is defined in working days ( of 8 hours).
- Based on the job description, the contractor will indicate how many days of work it will take him to complete the assignment.
- The expected number of days of work is recorded in the quotation.
- Workdays are between Monday to Friday, between 8.00 and 18.00
- Unless otherwise agreed, the contractor will work in consecutive days within the work period, starting from the first day of the work period.
- On special request, work can be done in weekends. However, the contractor has to agree with this and the client will pay an increased daily rate (150% of the listed daily rate).

### Timezone

- All specified times in these conditions, refer to Dutch local time: GMT+1, or *GTM+2 when summertime applies; from 31st of March till 27th of October.*

### Location of assignment

- The assignment is executed at the location of the contractor's discretion. Unless stated otherwise, that is the contractors studio ( at the address specified in the quotation).
- On special request, the contractor can also work at a location specified by the client. However, the contractor has to agree with this and the client will pay an increased daily rate (150% of the listed daily rate) and compensation for travel expenses.

*Please provide us with your up-to-date contact information*

### Information Obligation Client

- The client is obligated to provide the contractor with the following - correct and most up to date - information, full: name, address, country, phone number & e-mail - and when operating as a company; tax-number (for VAT), company registration-number and other information that is legally required to operate as a company.
- This information will be used for communication, agreements, quotations, invoices & tax administration. Cost (including VAT-related) arising from unclear, incomplete or incorrect information will be charged to the client and is due immediately when noticed.

*(conditions page 1 of 4)*

## Procedure for making illustration work

*Please provide us with a clear job-description, so we know what to illustrate.  
This job-description is the basis of our agreement.*

### Implementation based on job description

- The assignment will be discussed by both parties, to generate a job description.
- The job description includes a clear description of the subject that needs to be illustrated.
- The client may wish to support the job description by providing examples and reference material.
- The job description is recorded in the quotation and is the basis for the agreement.
- The Illustrations are then created and delivered according to the content of the job description.

*We will deliver illustration work at the end of a working day, on predetermined moments.*

### Delivery and Feedback moments

- The contractor will deliver his work either when the assignment is fully completed, or at predetermined moments when **the assignment is executed 'step by step'**. (For example; step 1 is making sketches, step 2 is developing a color scheme, step 3 is finishing the final illustration).
- In either case the contractor delivers his work results at the end of a day; normally by e-mail, at the earliest around 17.00 that day. Or if clearly agreed upon, another method of delivery.
- After each delivery the client can give his feedback on the results, if preferred.

*Please be sure to provide us with timely feedback, so we can continue as planned.*

- If the contractor has received no feedback to his work-results from the client on a succeeding working day before 11.00, then the work-results will be considered approved. Subsequently the assignment is considered completed, or the if relevant, that phase of the assignment is considered completed.
- *Note, a succeeding working day is not always the next day. See the work period on page 2 for details.*
- The client can give feedback by contacting the contractor; by e-mailing or calling to the specified e-mail address or phone number. Or if clearly agreed upon up front, another method of communication.

*We will always incorporate your feedback into the illustration work,  
as long as it's a reasonable request.*

### Feedback and changes

- If there feedback is provided during an assignment, and this does not lead to more work, then the feedback will always be included in the further execution of the assignment.

Regarding requests for adjustments to the work already made & delivered the following applies:

- After each delivery, the client can always do one request to make minor adjustments, free of charge.
- Considerable adjustments are made free of charge, if it comes to restoring "demonstrable errors" made by the contractor.
- Considerable adjustments come at the expense of the client when they are based on new and/ or unclear information.
- Request for adjustments regarding the work, can result in delayed deliveries. *Delays of deliveries and their consequences are always at the risk of the client; the contractor can not be held responsible for delays.*

(conditions page 2 of 4)

## Payment of fees & costs

*All costs for illustration work are specified - up front - in the quotation.  
After completing your assignment, we will ask you to pay the invoice within 14 days.*

### Rates

- The contractor is entitled to the payment of his 'daily rate', for every day the contractor worked for the client. Instead of the daily rate, the client & contractor can also agree upon a 'fixed rate' for the total assignment. These rates are listed in the quotation, where VAT is listed separately.
- Increased rates for special circumstances are listed separately.
- Contractor is also entitled to full reimbursement of his travel expenses, with respect to travel between the contractors home/workshop and the client's workshop, during the period of work; if the contractor made these expenses & can demonstrate these expenses.

### Invoice

- The contractor shall send the client one invoice after the last listed working day (of the whole assignment, or of separate work period if specified), showing separately, the indebted fee, VAT and travel costs.
- The total fee for the work done by the contractor, will be paid by the client within 14 days after date of the last working day (also listed as the invoice date).
- If invoice is not paid within 14 days, the total fee payable will be increased by 10% - and the client is obliged to immediately pay this increased amount as well.

### Payment methods

- All payments should be made in Euros (€).
- Payments can be made to the specified bank account listed in the quotation/ invoice.
- Payments can also be made through Paypal listed in the quotation/ invoice.
- Additional banking, or Paypal costs, will be paid by the client alongside the rest of the payment.

## Licensing and copyright

*You will receive a license to use the work, in return for your payment.*

- A one-off license to use the illustrative work, made during the period of work and for the specified project, and arisen from the contract will be given to the client so that the work may be used for its intended purpose as described in the project description; when the client has fulfilled his payment obligations, as described in these conditions.
- The client also provides the contractor the right, to freely use the work as mentioned above, for the contractors own promotion & publication purposes (for example; show the work in a portfolio-artbook), at the earliest 1 month after the product arising out the project is released/published, or when it has become evident that the project was abandoned (the client will confirm this).
- If the client has not has fulfilled his payment obligations within 90 days days after date of invoice/ completion of the assignment; the license will no longer be transferred by this contract and the contractor will become/stay the copyright-holder indefinitely. Additionally the contractor gains the necessary, unlimited & irrevocable permission of the client to use these works as he sees fit from that moment on; which includes undoing any type of previously (signed) Non Disclosure Agreements between parties. The client still remains obligated to make his payments.

## Credit the illustrator

The client will clearly list the name and function of the contractor, at the product that results from this project, for which illustrations are made and/ or used. (For example, by stating the name and function of the contractor on a 'credit list' which is part of the product).

*(conditions page 3 of 4)*

## *Non Disclosure Agreement (NDA)*

*We won't tell anyone about your project, promised!*

- The contractor will not share any information provided by the client regarding the project that is subject of this agreement, from the time this agreement is signed until the time the project is released, or until the information is made public by the client.
- As an exception on the above, the contractor may at all times share the information with other people of his studio (e.a. co-workers/ Interns/ hired help), who also agreed with this NDA. Or as part of a collaboration with other parties, that are clearly involved in the development of the project that is subject of this agreement.

## *Limited Liability*

*Please make sure we are allowed to work with your materials.*

- When the contractor is asked to base his artwork on imagery specifically requested by the client, he cannot be held responsible for copyright infringements on that imagery, if any occur.
- When the contractor is asked to use fonts in his artwork, it is always the clients responsibility to make sure that he can also use those fonts in his project, and has the approval of the copyright holder to do so.

## *Creative freedom & opinions*

- The contractor cannot be held responsible *in any way* for advice that he gives, the choices he makes, or the consequences thereof.

## *Bad luck*

- The contractor cannot be held responsible for accidentally spreading viruses, malware or other harmful programs, or loss of files due to failing software - and the consequences thereof ; caused by himself or third parties.
- If by serious illness, injury, technical malfunctions, or other serious hindrance causing situations; caused by himself or third parties, the contractor is unable to continue or finish his work, then the contractor will immediately and permanently be relieved of his obligations towards the client -as described in the quotation & this agreement.
- If the contractor acknowledges that he is unable to continue or finish his work, the client *may (if still possible)* buy the produced work against 50% of the original agreed upon daily rate; for each day the contractor worked on the assignment.
- The contractor cannot be held responsible for delays in the delivery of work, or loss of work (caused by himself or third parties).
- The client will not claim any compensation from the contractor (financial or otherwise), if any of the 'limited liability' situations mentioned above occur.
- Client & contractor agree that legal disputes between them, will be always resolved according Dutch law & in a dutch court, in the Netherlands.

*(conditions page 4 of 4, this is the last page)*