



ESTIMATE

Thank you for the opportunity to estimate this job!

To:

PO #

Payment Terms:

Quote #

Account #

Job #

Phone

Assignment Description:

Delivery Stages:

Payment Schedule:

Estimated Expenses [Billable Items]:

Illustration:	Extra Client's Revisions:
Photography:	Rush Charge:
Design:	Transportation & Travel:
Production:	Shipping:
Disks:	Other Expenses:
color inkjet proofs:	Printing:

Rights Transferred:

Any usage not exclusively transferred are reserved to the Illustrator. Usage beyond that granted to the client here in shall require payment of a mutually agreed upon additional fee subject to all terms. For use in magazines and newspapers, first North American Reproduction rights unless specified otherwise here. For all other uses, the client acquires only the following rights:

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Title or Product-	If job stopped for any reason this % is due:
Category of Use-	
Medium of Use-	
Geographic Area-	
Time Period-	
Number of Uses-	
Other-	
	After Sketches 25%
	After Color Comp 50%
	After Final 100%

Original Artwork, including sketches and any other preliminary material, remains the property of the illustrator unless purchased by a payment of a separate fee.

Your job cannot be scheduled on my calendar until I receive this form signed and faxed back. Delay on your part may result in the extension of your deadline or, if extreme rush or overtime service is required, an additional fee.

Terms:

1. Time for Payment

Payment is due within thirty [30] days of receipt of final invoice, A 2% monthly service charge will be billed for late payment. Estimate prices are only valid for 30 days.

2. Default in Payment

The Client shall assume responsibility for all collection of legal fees necessitated by default in payment.

3. Expenses

The client shall reimburse the Illustrator for all expenses arising from the assignment subject to preapproval from client.

4. Grant of Rights

The grant of reproduction rights is conditioned on receipt of payment in full including any interest owed.

5. Credit Lines

On any contribution for magazine or book use, the Illustrator shall receive name and credit in print. If name credit is to be given with other types of use, it must be specified here:

If this box is X'ed, the Illustrator shall receive name copyright notice to the illustration(s) in the form of : © 2005 JayMontgomery.com

6. Additional Limitations

If the Illustrator and the Client have agreed to additional limitations as to either the duration or geographical extent of the permitted use, specify here:

7. Unauthorized Use

The Client will indemnify the Illustrator against all claims and expenses including reasonable attorney's fees, arising from uses for which no release was requested in writing or for uses exceeding the authority granted by a release.

8. Arbitration

Any dispute in excess of \$5000.00 [maximum limit for small claims court] arising out of this agreement shall be submitted to binding arbitration before a mutually agreed upon arbitrator. The arbitrator's award shall be final, and judgment may be entered in any court having jurisdiction thereof. The Client shall pay all arbitration and court costs, reasonable attorney's fees and legal interest on any award or judgment in favor of the Illustrator.

9. Alterations

Alteration to artwork shall not be made without consulting the initial illustrator, and the illustrator shall be allowed the first option to make alterations when possible. After acceptance of artwork, if alterations are required a payment shall be charged over the original amount. Unauthorized alterations shall constitute copyright infringement.

10. Acceptance of Terms

Signature of both parties shall be evidence acceptance of the terms on pages 1of2 & 2of2.

QNT	DESCRIPTION	RIGHTS	EACH	AMOUNT
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
			Total	<input type="text"/>

Consented and agreed to the price of: _____

Illustrator signature: _____ Date: _____

Client name: _____

Authorized signature: _____ Date: _____

