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INVOICE

To:

PO #

Payment Terms:

Account #

Job #

Phone

Notes:

Delivery Schedule:

Payment Schedule:

QTY.	DESCRIPTION	RIGHTS TRANSFERRED	EACH	AMOUNT

Please make check payable to "Jay Montgomery"

Total Due:

For all other uses, the client aquires only the following rights:

Title or Product-	If job stopped for any reason this % is due: After Thumbnails 25% After Tight Drawing 50% After Finish Art 100%
Category of Use-	
Medium of Use-	
Geographic Area-	
Time Period-	
Number of Uses-	

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

Terms:

1. Time for Payment

Payment is due within ten [10] days of receipt of 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.

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 adjacent to the work in the form of : **Illustration © JayMontgomery.com 2005**

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. Samples of final use(s).

If this box is X'ed 1-5 samples are expected to be sent to Jay Montgomery.

8. 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.

9. 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 the Joint Ethics Committee or mutually agreed upon Arbitrator pursuant rules to the American Arbitration Association. 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.

10. Alterations

Any electronic alteration of original art (color, mirroring, flopping, combination cut and paste, deletion) creating additional art is prohibited without the express permission of the Illustrator. The Illustrator will be given first opportunity to make any alterations required. Unauthorized alterations shall constitute additional use and will be billed accordingly.

11. Acceptance of Terms

Payment and use of illustrations in any way shall be evidence acceptance of these terms.

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:

