

BOOK COVER DESIGN CONTRACT

This contract is between _____ of _____ (“Artist”) and _____ (“Author, Client”) for the purpose of designing and creating a book cover (eBook & Print) (“Work” or “Book”). The Client and Editor may be referred to herein individually as a “Party” or collectively as the “Parties”. This contract is entered into in good faith and upon signature by the Parties indicates acceptance of this contract and the terms described herein.

The Client agrees to pay the Artist all sums due, which may vary over the original Artist estimate depending on complexity, and any other disbursements (i.e. image bank art graphics). Fifty percent (50%) will be payable upon signing this Contract, with the balance of payment due within seven (7) business days of the Author approving the final Cover design. Payment will be made via PayPal. Final Cover templates will be released to the Client after receipt of final payment.

The Artist:

- i. Declares he/she has obtained, to the best of their knowledge, all proper rights or licenses for all images used in creation of the Work.
- ii. Shall transfer his copyright of the Work to the Client upon final payment receipt.
- iii. Retains the right to include the Work in his online portfolio or business promotion.
- iv. Acknowledges he does not own or have right or title to the Book containing the Work, nor to receive any royalties on Book(s) sold, or derivative works containing the Work.
- v. Agrees to treat all information about the Book’s content as Confidential and not cause or permit such Confidential Information to be disclosed to any third party, until the book is published online by the Author.

The Artist hereby represents and warrants:

- i. He is the creator of the Work.
- ii. The work does not infringe any copyright, privacy rights, or legal rights of a third party.
- iii. The Work does not contain any unlawful material.

The Parties:

In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, the Parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of thirty (30) days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules.

The terms of this agreement shall be interpreted according to the laws and legal jurisdiction of the State of Delaware, USA.

The Artist and Client have executed this contract on the day and year below, to be effective immediately if the dates are the same, or on the date of the later signature if the dates are not the same.

Client printed name: _____	Artist printed name: _____
Signature: _____	Signature: _____
Date: _____	Date: _____
Address:	Address:
Email:	Email: