

# Mermaids Monthly

This Agreement is made between Mermaids Monthly, of PO Box 748, 9245 State Route 22, Hillsdale, NY, 12529, hereinafter referred to as The Publisher, and

**[Artist Name]**

hereinafter referred to as The Artist.

This Agreement between The Publisher and The Artist confirms the terms under which The Artist will supply or create and deliver artwork/graphics (“**Mermaids Monthly Issue # cover**”) hereinafter referred to as Illustration) in a mutually acceptable format to The Publisher.

The parties agree as follows:

1. The Illustration should be mermaid or undersea related, and should take into account any specific requests from The Publisher. The final Illustration shall be:
  - in color,
  - the size should measure 8.5”x11” and have a resolution of 300 dpi.
  - formatted as a PNG with the title: ‘Mermaidsmonthly[issue#]-[artistname].png,’ and
  - delivered according to schedule set forth below.
  
2. Schedule:
  - The Artist will provide at least 3 thumbnail sketches to The Publisher by [Due date].
  - The Publisher will provide thumbnail feedback to The Artist by [Due date].
  - The Artist will share a process snapshot by [Due date]
  - The Publisher will provide any feedback or revision requests to The Artist by [Due date].
  - The Artist will deliver the final version of the Illustration to The Publisher by [Due date].
  
3. The Artist grants The Publisher the following rights:
  - The exclusive right to first publication of the Illustration in Mermaids Monthly for a period of 6 months.

- Non-exclusive, non-assignable, and non-transferable worldwide rights to continue displaying the Illustration on the Mermaids Monthly website and in print and electronic editions of Mermaids Monthly after the 6 month exclusivity period ends.
- The non-exclusive, non-assignable, and non-transferable right to use the Illustration for promotional purposes of Mermaids Monthly online and in print.
- The right to republish the Illustration as part of an anthology of works that have previously appeared in Mermaids Monthly.

4. Payment:

In exchange for the rights granted by The Artist to The Publisher, The Publisher will pay The Artist a sum of \$1000.000, half of which will be paid after the receipt of thumbnail sketches and the second half paid within 14 days of receiving the final Illustration. The Publisher's right to use the Illustration is conditioned upon receipt of payment by The Artist, and upon The Publisher's compliance with the terms of this agreement.

- The Publisher will pay The Artist via Paypal, check, or another means to be negotiated between The Publisher and The Artist.
- If The Artist has done their best to provide the Illustration in accordance with The Publisher's specifications and has revised the Illustration in response to The Publisher's requests, but The Publisher decides not to accept the final Illustration, all rights to the Illustration granted by this agreement will be returned to The Artist and The Artist will be entitled to keep the 50% of the total commission fee The Publisher has already paid.
- The Publisher will provide The Artist with one contributor copy of any print publication in which the Illustration appears.
- The Publisher will provide The Artist with one contributor copy of any promotional materials created (such as stickers, postcards, etc.).

5. The Artist agrees not to publish or permit others to publish the Illustration in any form prior to the Illustration's publication in Mermaids Monthly and for a period of six (6) months after the Illustration's publication in Mermaids Monthly, unless The Artist obtains The Publisher's prior written approval.

- Once the Illustration has been published by the Publisher, The Artist retains the right to publish the Illustration on their own website or in other venues for purpose of self-promotion, or as part of their portfolio.
- The Artist retains the right to submit the Illustration for consideration in 'Best Of' anthologies or competitions.

6. Credit:
  - Wherever and whenever appropriate, The Artist will reference and credit the Mermaids Monthly issue with which the Illustration was published.
  - Wherever and whenever appropriate, The Publisher will include a credit line for the Illustration. This credit will be independent of The Artist's signature if it appears in the Illustration itself.
7. If The Publisher fails to publish the Illustration within 24 months of the date of this agreement, all rights granted shall immediately revert to the Artist. In such event, the Artist shall retain any payments made by The Publisher.
8. The original art remains the property of the Artist.
9. The Artist retains all rights not expressly granted above. Any use additional to that expressly granted above requires a separate agreement between The Artist and The Publisher.
10. The Artist represents and warrants that they are the sole Artist of the Illustration; that they are the owner of all the rights granted to Mermaids Monthly hereunder and have full power to enter into this agreement and to make the grants herein contained; that the Illustration is original and any prior publication of the Illustration in whole or in part has been fully disclosed to The Publisher; that the Illustration does not violate the right of privacy of any person; that, to the best of the Artist's knowledge, it is not libelous and contains no matter which is libelous, in violation of any right of privacy, harmful to any third party so as to subject The Publisher to liability or cause The Publisher to engage in conduct that would be contrary to law; that it does not infringe upon any copyright, trademark, or upon any other proprietary or personal right of any person, firm, or corporation, and that The Artist is unaware of any such pending claims. The Artist agrees to promptly notify The Publisher should a claim for any of the aforementioned be made against The Artist.
11. The Artist will indemnify The Publisher against any loss, injury, or damage finally sustained (including any legal costs, attorney's fees, and expenses paid by The

Publisher) occasioned to The Publisher in connection with or in consequence or any breach of this representation and warranty. If The Artist shall breach this warranty, The Publisher shall be entitled to injunctive relief in addition to all other remedies which may be available to it.

12. Nothing in the Agreement shall be deemed to create any relationship of partnership or joint ventures between The Publisher and The Artist, nor shall there be any employer/employee relationship.

13. This Agreement shall not be altered or amended without the consent of both The Artist and The Publisher. Regardless of the Place of its execution, the Agreement shall be interpreted under the laws of New York.

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Publisher

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Date

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Artist

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Date