

# DAVE KELLEY ARTISTICS

## Independent Contractor Agreement - Book Cover Image(s)

**Purpose of Contract:** The **Artist** agrees to provide one (1) Book Cover Image suitable for the **Client**, satisfactory to contracted party. To deliver finished art in **digital image files** of high enough quality to be used as a digital Ebook cover, printed on related print goods, and for web page display after being **paid in full** for the cover. The **Artist** also agrees to provide up to two (2) additional images for promotional or back cover use *if used for the **same book (can not be used as covers for other books)***.

**Ownership:** Upon receipt of **full payment** in the sum of \$\_\_\_\_\_ (for image(s)), copyrights for the one (1) cover(s) and optional two (2) promotional images will transfer to the **Client**. The **Artist** grants the **Client** the right to use the new image(s) in all media useful for his/her business and waives the right to any future royalties associated with the **Client's** books, which are the intellectual property of the **Client**. The **Artist**, however, retains the right to display the new Cover Image and **Client's** name, the name(s) of his/her book(s), and his/her website address for testimonial and promotional purposes on the **Artist's** website(s) and in any printed marketing endeavors. Also, the **Artist** retains all rights to concepts and preliminary work.

**Exclusivity:** Other than the above stated continued use by the **Artist**, the images purchased will be exclusive to the **Client**.

**Originality:** The **Artist** affirms that the images are original and that the **Artist** owns the rights granted under this agreement, and that the rights granted do not conflict with any other agreement. In all cases model releases are on file with the **Artist**.

**Attribution:** If the new cover(s) are displayed on the **Client's** website(s) or in other media, the **Artist** requests a text link posted somewhere on the **Client's** website, or associated media outlets, directing viewers to the **Artist's** website denoting the **Artist** as the **Cover Photographer**. The **Artist** may post a testimonial(s) from the **Client** on the **Artist's** website, or other media outlets, preferably with a link back to the **Client's** website. The **Artist** will also have his/her name and associated media link(s) appear on the copyright page of all books, paper or electronic, for which the **Artist's** Cover Art appears.

**Right to Modify/Additional Work** (Alterations): The **Artist** understands that the image may be altered by the cover designer in whatever manner as desired by the **Client**. No additional permission would be required.

*The **undersigned** hereby agree to the above terms and conditions of service provision:*

**Artist/Photographer:**

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Artist's Signature

Date

Name: Dave Kelley

Address: 1605 W Barrow Drive  
Chandler, AZ 85224

Email: ai7r@mac.com

Phone: 480-510-1721

**Client:**

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Client's Signature

Date

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_