This contract is between Cate Ashwood Designs ("Artist") and _____ ("Author, Client") for the purpose of designing and creating a book cover (eBook and/or Print) ("Work" or "Book"). The Client and Artist 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.

## Warranties

The Artist:

i.    Declares she has obtained all proper rights or licenses for all images used in creation of the Work for a maximum download/print of 250,000. If the Client wishes to extend the maximum download/print, the Client must obtain the appropriate license to do so. The Artist is not responsible for any penalties due to licensing infringement.

ii.   Retains copyright ownership of the Work, even upon final payment receipt.

iii.  Retains the right to include the Work in online portfolio or business promotion.

iv.   Acknowledges she does not own nor 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.    She 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.

## Rights Transferred

Artist and Client agree that the following rights shall be transferred from Artist to Client upon completion of the Work. Any rights not expressly specified herein shall be reserved by Artist. Artist hereby grants and assigns to Client the exclusive rights to publish, print, employ, advertise, or otherwise utilize the Work in any form, unless modified by a writing signed by both parties.

## Revisions and Modifications

No revisions or modifications maybe be made, either in the draft stage, or after the design is finalized, by anyone other than the Artist.

Revisions may be made only by the Artist at the draft stage. Additional fees will be charged for revisions made after design is finalized, and for revisions reflecting a new direction to the assignment, or new conceptual input.

## Compensation

Client agrees to pay Artist all sums due, which may vary over the original Artist estimate depending on complexity, and any other disbursements (i.e. stock graphics). Artist will discuss additional costs with Client before finalizing the design. A non-refundable deposit of fifty percent (50%) will be payable upon signing this Contract, with the balance of payment due within seven (7) business days of Author approving the final Cover design. Payment will be made via PayPal. Final Cover templates will be released to Client upon receipt of final payment.

## Termination of Contract

Client may terminate this Agreement at any time by sending written notice thereof to Artist at the address provided herein. Upon such termination, Client agrees to compensate Artist as follows:

1. Partial Completion. If this Agreement is terminated by Client after Partial Completion by Artist, Artist shall retain ownership of all rights of copyright and the original artwork, including but not limited to completed artwork, sketches, and comps.
2. Full Completion. If Artist has completed the finished artwork at the time of cancellation, Client agrees to compensate Artist in full as otherwise provided in this Agreement.

## Severability; Integration

Client and Artist agree that this Agreement shall not be amended except by a writing executed by both parties, and expressly state that this writing shall constitute a complete expression of the entire agreement between the parties, and that no additional terms exist that are not included herein. To the extent any provision contained in this Agreement shall be found to be void, invalid, or otherwise unenforceable in any way, such invalidity shall not affect the remainder of this Agreement, which shall remain in full force and effect.

## Non-Payment; Remedies

Any delinquent payments due Artist from Client shall bear interest a rate of five percent (5.0%) per month. Client agrees that it shall bear responsibility for any fees incurred by Artist in enforcing this Agreement, including but not limited to attorneys' fees and court costs.

## Permissions and Releases

The Client agrees to indemnify and hold the Artist harmless against any and all claims, costs, and expenses, including attorney's fees, due to materials included in the Work at the request of the Client for which no copyright permission or privacy release was requested, or for which uses exceed the uses allowed pursuant to a permission or release.

## Unauthorized Use by Client; Indemnity

Client agrees to indemnify Artist against any and all claims and expenses, including but not limited to attorneys' fees and costs, incurred as a result of Client's unauthorized use of the Work under this Agreement, including the enforcement of this Agreement by Artist.

## Warranty of Originality

Artist represents and warrants to Client that, to the best of Artist's knowledge and belief, the Work assigned by this Agreement is original and has not been previously published or licensed to any third party. This warranty shall not extend to any unauthorized or undisclosed use of the Work by Client which may infringe upon the rights of any other person. Client agrees that it shall hold Artist harmless for any claim or liability caused by Client's use of Artist's product to the extent such use infringes upon the rights of any other person.

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


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