

CK BOOK COVER DESIGNS PROJECT AGREEMENT

This project agreement contract is between AUTHOR NAME [henceforth referred as "AUTHOR"] and book cover designer CLARISSA KEZEN, of CK Book Cover Designs [henceforth referred as "DESIGNER"], for the purposes of coming to terms on the design of the cover of BOOK TITLE [henceforth referred as "BOOK COVER"].

This agreement is set forth on DATE, YEAR.

If you have questions, or would like additional clarification about this project agreement contract, please email Clarissa Kezen at <u>ck.coverdesign@gmail.com</u>

I. Rights and Attribution

1. DESIGNER grants AUTHOR the right to use the completed artwork for the BOOK COVER without restriction worldwide.

2. AUTHOR grants DESIGNER the right to include, in small print, the following on the imprint page of the eBook and/or Print Book:

Cover design by Clarissa Kezen - ckbookcoverdesigns.com

3. AUTHOR agrees to not alter the completed artwork in any way, save for resizing. If alterations are needed after delivery [book title or summary change, for example], AUTHOR agrees to consult DESIGNER of the availability of the extra work. Additional fees may apply.

4. DESIGNER retains the right to use and publish drafts and final artwork of BOOK COVER in portfolio [ckbookcoverdesigns.com], blog [tiny-flowers.net] and all social media platforms, and to use it to market and promote all design services. DESIGNER retains copyright and ownership of all design and draft materials, except for materials AUTHOR purchases rights on their own.

5. DESIGNER guarantees all materials used in the completed artwork are royalty-free and properly licensed, and the validity of their copyright. Materials under Creative Commons licenses will abide by their guidelines [creativecommons.org/use-remix/cc-licenses/]. AUTHOR will agree to attribution on the imprint page if any materials require it, such as photographer or model names, as well as the description of the Creative Commons license applied.

6. AUTHOR agrees by the terms of all license agreements for any images purchased by DESIGNER through any stock image provider [Shutterstock, iStock, etc.], which includes the Standard License to use these images. The Standard License is limited to a print run of 500,000 units, and permits use on eBook and print book covers, as well as promotional materials both digital [social media banners, avatars, posts, newsletters, etc.] and print [bookmarks and business cards, for example]. For print runs over 500,000 units, AUTHOR will have to purchase Extended Licenses for all images used in the artwork. DESIGNER will provide information for all images used in the cover in case AUTHOR needs Extended Licenses.

Standard Licenses do not cover merchandising, either promotional or for sale. Physical products such as mugs, t-shirts, tote bags, etc. are not covered. AUTHOR will need to purchase Extended Licenses for those uses. [Example of License Agreements from Shutterstock: shutterstock.com/license]

7. If AUTHOR provides any materials [be it photographs, illustrations, fonts, vectors, brushes, etc.] to be used in the project, they acknowledge they have obtained all rights and permissions to these materials, and the validity of copyrights, trademarks and ownership claimed by AUTHOR. DESIGNER will NOT be liable for any and all copyright and permission infringement action resulting from materials AUTHOR provides. DESIGNER will only accept materials from AUTHOR sent via the email provided upon contract agreement.

II. The Design Project

The start date of this design project is DATE, YEAR.

DESIGNER will deliver to AUTHOR the completed artwork for the BOOK COVER in such formats and standards:

1. 1 [one] eBook cover in high resolution JPEG, sized according to Amazon KDP standards [other sizes can be delivered upon request – extra charges may apply];

2. If also ordered: 1 [one] paperback and/or 1 [one] hardcover dust jacket cover in high resolution, ready-to-print PDF, designed according to Amazon KDP standards, and/or Lulu Print standards, and/or Ingram Spark standards, while following the guidelines [trim size, page count, type of paper, ISBN, etc.] provided by AUTHOR;

3. If also ordered: 1 [one] Audiobook cover based on the eBook cover created by DESIGNER, in high resolution JPEG, sized according to Audible standards.

DESIGNER will provide to AUTHOR:

4. Unlimited time to discuss ideas via email or chat. DESIGNER will provide up to three mock covers, designed with low-resolution images for AUTHOR to choose from, based on ideas and concepts previously discussed;

5. Up to 3 [three] high resolution images purchased by DESIGNER from a stock image provider such as Deopisitphotos, Adobe Stock, iStock, or any other stock site. The cost of all extra image stock will be added to AUTHOR's bill at the time of delivery of the completed artwork;

6. Unlimited rounds of revisions, albeit within reason.

III. Billing

1. Costs:

AUTHOR will choose from the following options:

Custom eBook Cover: US\$249

Combos [multiple artworks ordered at once]:

- eBook + print Paperback cover only for Amazon KDP: US\$299
- eBook + print Hardcover only for Amazon KDP: US\$299
- eBook + Paperback + Hardcover for Amazon KDP: US\$349
- eBook + Ingram Spark/Lulu Hardcover dust jacket: US\$349
- eBook + Paperback + Ingram Spark/Lulu Hardcover dust jacket: US\$399
- reformatting of paperback artwork into other platform's template: US\$30
- reformatting of hardcover artwork into other platform's template: US\$30

Quick eBook cover options:

• eBook Cover Makeover: \$169 [revamp old cover while maintaining same elements/ideas]

• Minimalist eBook Cover: \$119 [typography and colors only; or typography over one single stock image]

• Typography over Commissioned Artwork eBook cover: \$79

Individual print artwork orders:

• Paperback Cover design for an eBook Cover previously created by DESIGNER: US\$79

• Amazon Hardcover for an eBook Cover previously created by DESIGNER: US\$79

• Ingram Spark/Lulu Hardcover dust jacket design for an eBook Cover previously created by DESIGNER: US\$139

• Audiobook Cover design for an eBook Cover created by DESIGNER: US\$79

- for print covers expansions of eBooks created by other designers please get in touch for a quote.

Promotional images:

• Social media pack [including posts, banners, 3D mockups, etc]: 1 for US\$15, 4

for US\$50, 10 for US\$100

• Bookmarks: front-only: US\$59; front and back: US\$79

2. Payments:

AUTHOR agrees to pay upon approval of final artwork, pending delivery. If several artworks are ordered, AUTHOR agrees to pay for each one separately upon approval, pending delivery. All extra costs incurred during the design of one artwork will be added to its own invoice. Payments will be made via PayPal. DESIGNER will invoice AUTHOR via the email address provided by AUTHOR.

If AUTHOR chooses to buy the stock images used in the design [so they can retain the licenses themselves], DESIGNER will grant a discount of 5% per image off the full price, up to 3 images (maximum discount of 15%).

If AUTHOR wishes to terminate this project before completion, no prior payments will be refunded, nor will any artwork files in their incomplete state be sent to author.

If AUTHOR would like to receive the work files [Adobe Photoshop PSD files] of a completed artwork from DESIGNER, they will be delivered upon payment of an additional charge of US\$500, along with a written statement of the assignment of copyrights of the **final** artwork. AUTHOR will be made aware that several elements in the work files will need new licensing for further use.

If AUTHOR wishes to book a spot in DESIGNER's calendar more than 90 days in advance, a US\$50 NON-REFUNDABLE advance will be required. This is not an extra fee: US\$50 will then be deducted from the invoice upon completion and delivery of the artwork(s).

IV. Liability

If DESIGNER fails to provide the BOOK COVER to AUTHOR, the AUTHOR may, by written notice, terminate this project agreement, and receive a full refund.

In such event no damages, suits, actions, or proceedings shall be claimed, instituted or maintained by AUTHOR against DESIGNER.

AUTHOR indemnifies and holds harmless DESIGNER against any and all claims, actions, demands, loss, injury, errors, etc. arising from the use of the BOOK COVER. This includes, but is not limited to, actions involving using copyrighted images that AUTHOR may have provided without proper licensing.

This project agreement is the entire agreement of all parties. No additional conditions or promises apply to this agreement that are not included herein.

Signed:

BOOK COVER DESIGNER: Clarissa Kezen | Email: <u>ck.coverdesign@gmail.com</u>

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AUTHOR: AUTHOR NAME | Email: AUTHOR'S EMAIL