



ASA PUBLISHING CORPORATION
25 MONROE STREET, MONROE, MICHIGAN 48161
734.212.6563

WWW.ASAPUBLISHINGCORPORATION.COM
GRAPHICS AND ILLUSTRATIONS

AUTHOR & DESIGNER AGREEMENT

This addendum is an amendment to “ALL” of our contracts as an additional attachment under:

OUR LEGAL RESPONSIBILITY -Graphics and Illustrations

TERMS AND CONDITIONS



1. If the author/writer provides the material or an idea/concept of an illustration other than the publishing house to be created, that idea (i.e. *like a logo*) is the property of the creator (author). And in accordance with the intellectual law and the copyrights law of the United States of America, that idea must become tangible; a physical manifested form- pictorial, graphic, literary, dramatic works, musical works, motion pictures, audiovisual works, and sculptural work, etc., in order for it to be considered copyrightable work. Otherwise, if this idea has not become the physical form of that expression, then by these very same laws, it is suggested that the creator patent (not copyright) his/her, their idea.

In accordance with United States Copyrights Office see: www.copyright.gov/circs/circ1.pdf

Additional references: (1) <http://en.wikipedia.org/wiki/Copyright>
(2) www.hg.org/copyright-law.html

2. Expression is the manifestation, representation, illustration and/or demonstration of an idea and/or concept; something that has been thought up or imagined.
3. However, within our contracts under Graphics and Illustrations, once the author makes known to us; the publishing house, within the rendered service that is required of ASA Publishing Corporation, it is our duty and obligation to create a physical/tangible form of that idea within the scope of literary publication only (book form).
 - a. Any outside commercial activity of that idea/image is not the responsibility of ASA Publishing

Corporation, nor its contracted employees and affiliates.

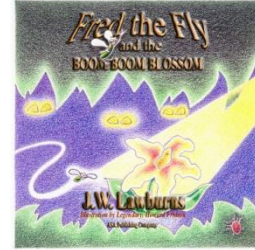
- b. Any agreement outside of normal literary publication from ASA Publishing Corporation is strictly between the creator (author) and the designer (artist/illustrator)-one who produces a product for a specific reason.
- c. ASA Publishing Corporation's specific reason, we contract professional artists to be our illustrators in bringing to life the expression of a sentence, paragraph, or page within the manuscript, and at times the nature of the book in a bookcover design.



Author/Writer



Illustrator



Finish Product

4. Any idea that has an original owner/author other than royalty free photos, used pictorial images, and such alike, the illustrator/designer that is hired by and through ASA Publishing Corporation who physically draws the idea (picture) into existence for the sole purpose of just making images for the work product (manuscript), that illustrator (designer) shall receive an invoice retainer fee of \$150 dollars from the publisher, and shall be compensated at 8% per book sale from the publisher's 40% PCN royalty on a quarterly basis, and not from the author's 60% royalty of the Publisher's Compensation Net (PCN).
 - a. It is the publisher who finds and contracts the illustrator *according to the type of book* and not the client (Author/Writer).
 - b. An initial consultation with client, designer, and or publisher is made prior to any agreement or financial obligation.
 - c. Then, if all involving parties are in agreement the client pays the publishing house a Finder Fee of \$50 dollars and an Illustration Fee of \$150 dollars per manuscript that (WE) set as a Retainer Fee for the Contractee (Illustrator/Designer) which shall receive upon the approval and completion of the work product[s].
 - d. Therefore, it is the responsibility of the publishing house to pay the designer (artist/illustrator) the illustration fee given by the client and the illustration fulfillment the client hired the publisher for.
 - e. To begin the process the totaling amount of \$200 dollars shall be provided by the client prior to any illustration services from a designer. This is non-refundable once the designer starts creating an illustration[s].
5. Although the author is the creator of the idea and the concept of the image that relates to the storyline of the manuscript, ASA Publishing Corporation is obligated to place credibility on the title page as "Illustrated by . . ." or "Illustrator" only within the respect of that designer (illustrator).
 - a. Displaying the name of the illustrator along with the author on the front or back cover of a book is an optional feature that is entirely up to the author, depending on how the front or back cover is designed.
6. When it comes to the concern of the style/artistry of a drawing[s] of the designer (artist/illustrator), the artist has the right to promote their own artistic ability of his/her, their gifted talents, "but not" to sell the manifested expressed idea that originally did not derive from that artist.

- a. Example: A tailor- A tailor’s task is to design an outfit a certain way for the customer, but the customer is the one who came up with the idea on how he or she wanted the outfit tailored. The customer is satisfied with the design, and provides recognition of that tailor to the public. The customer gives permission to the tailor to take a picture of the outfit to demonstrate the gifted ability of that tailor, but the tailor cannot duplicate the outfit for personal sales.
 - b. A drawing is like a resume for the artist, but the drawing must be promoted as an illustrator of a book and not as one who created the idea of a specific drawing.
7. Thus, just like any other vendor, the artist also has the right to order and sell the book only, and the author still receives the 60% PCN royalties from it.
 8. The sections noted on page 1 of 3 still stands as part of the acquired rendered service publishing packages and shall be continually in agreement also as part of this binding agreement of and from these rendered services, and “shall not” be omitted from this amendment, including if there are any outside entity attachment contracts/agreements that the author may create for his/her, themselves.
 9. This binding agreement is to ensure that ASA Publishing Corporation and its affiliates are only to provide a rendered service that is within the scope of literary publication to the said client (author/writer) below, and that the said designer (graphic artist/illustrator) below, understands that we are hiring the artist for the sole purpose of creating illustrations for our client[s] manuscript only, but not limited to any agreement that is outside of publication between the artist and the author, and that (YOU) both are in an agreement prior to any other illustration services rendered within this amendment and extended contractual agreement according to the client’s publishing package.

10. Please Sign and Date:

Client _____	Date: _____
Designer _____	Date: _____
Publisher _____	Date: _____
Consenter for designer’s affairs (If applicable)	Consenter _____
	Email _____
	Date: _____

11. Book identification number: ASAPCID _____

12. Title:

13. Mailing instructions: The author will sign, date, and return it to the publisher. The publisher will then sign, date and send it to the contracted illustrator to sign and date. This also ensures the artist that the author and publisher are both in agreement within this amendment to our publishing packages as well. Once the publisher obtains all signatures, the publisher will place a corporate stamp on this agreement and mail/fax and/or email a copy to both parties for their records.