

Freelance Work Contracts

Written by Marc Spess

Sunday, 18 April 2010 22:34 - Last Updated Monday, 16 May 2011 04:39

As you can see on my web site, I do a lot of sculpting. In fact this is something any clay animator must do if they want to be able to sculpt puppets and be good at it. It has been my experience that sculpting jobs are a good way to make money when your not animating, and it is also my experience that a contract is the best way to stay out of danger. Many people are out to get all they can, including the rights to your sculptures. In some cases this may be fine, but as in the case of some characters "not just clay but cell, foam, and silicone", companies will go as far as to kick you out of your own studio and take over your characters completely.

It may seem far fetched but it has happened. But luckily I found a web site run by [Bob Lippman](#) . He sculpts tiny 1:1 scale figures that are really astounding. Most are under two inches tall. But the real good part about his work is that Bob is a practicing lawyer, and he allowed me to share one of his sculpting contracts with you. So if you like you can copy and modify this contract as you see fit for your sculpting job.

SCULPTURE AGREEMENT (Deal memo)

PROJECT TITLE: (Name of project)

BUDGETED PRICE: (How much?)

CLIENT: (Company name)

DURATION: (How long?)

CONTACT: (Client's name) DATE: (Use today's date)

Project: This is where you state EXACTLY what YOU WILL create for the client under the given budget. For example: I will create one (1) 12" tall, 1/3 rd scale, humanoid creature, dynamically posed on a natural setting base. This sculpture, based on the sketches approved by your company, will be molded in silicone, cast in a urethane resin and painted to match your specified PMS colors.

Working Plan: This area is used to determine a "Rough" scheduling of the proposed project. It outlines start dates, payment dates, progress photography of rough clays, tight clays and finishes.

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Payment Plan: This area is used to structure the payment plan, since it is always nice to know when you can expect a check. Here is my typical 50/25/15/10 payment plan for a new client with a \$500 budget to be completed in 6 weeks...

1st payment: \$250

50% down (non-refundable deposit) for 1st time accounts. I make sure that all of my material costs are covered in this first payment.

2nd payment: \$125

25% progress payment due 2 weeks after initial deposit (Insert due date here)

3rd payment: \$75

15% progress payment due 2 weeks after 2nd deposit (Insert due date here) 4th payment: \$50

10% due, C.O.D. (Insert delivery date here)

Kill Fee: A kill fee is money paid to you if the project is canceled for any reason, suspended for a length of time, not put out on the market in a timely manner, etc. Its basically an insurance policy to get "something" when the sh*t hits the fan. I try to make it as close to 50% as possible to recoup some or all of my costs. Also, I generally waive the kill fee when the client pays 50% up front.

Changes & Alterations: I allow my clients to make minor changes in the early stages of the sculpture. The changes are then specified in writing and executed. Any additional changes to that area will incur added costs and added to the final payment.

Shipping: This is where you determine who pays for the shipping charges, how it is to be shipped and when it is shipping.

Photography: This is where you want to be clear as to "who" owns the copyright to photos you may have taken during the sculptural process and when you may be allowed to publicly release it.

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Artist Proofs: I like to ask for one "Artist Proof" (a copy for myself) of the sculpture that I am working on. When you get and/or ask for the clients permission... you show respect to the company and good faith towards your relationship.

Copyrights: Clearly determine the ownership of all drawings, photos, molds, castings, etc. I transfer the ownership of the mentioned articles to the client, only, when all payments have been made.

Conditions: I like to state here the terms of the contract beneficial to both parties. For example, I agree to work within the agreed budget unless authorized in writing by the client. Progress payments must be made on time. Payments delayed more than seven (7) days will terminate work. I will not be held responsible for delayed delivery due to late payments, war, natural disasters or acts of God.

Options: Any optional ideas, pertaining to the project can be included here.

GET SIGNATURES!

By signing below, you understand and agree to the above terms and conditions.

My signature Date
