



# Cost Estimate

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Due to the multitude of options to a wide variety of services please complete this form as best as you can as not all fields may apply to your request. Any information that is unclear may be left blank and Wayne Fleming will follow up if necessary. \*asterix denotes mandatory field

\*Contact name:.....\*Phone nos. ....

\*Company/Organisation(if applicable).....

\*Email: .....Website:.....

Postal address (if work is to be mailed).....

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\*Time Frame      Deadline..... or      Estimated time.....

OFFICE USE ONLY

Proposal due by: ..... Project Commences.....

\*Project Requirements      Illustration      Cartoon      Caricature      Portrait      Logo      Signage

Banner      Mural      Chalkboard Menu      Storyboard      Diagram

Other.....

\* Purposes      1. Private      2. Commercial      3. Other

\*Media

1. Digital.....a) Size (if known) eg.pixel dimensions.....&/or      b) Size on Print.....

c) Preferred Format ( if known) eg. Bitmap, Vector.....

2.Traditional      a) Ink      b) Graphite      c) Charcoal      d) Gouache (poster colour)      e) Acrylic      f) Oil

g) Watercolour      h) Other.....

\*Colourways      a) One Colour eg. Black & White.....      b) Colour.....

c) Other eg. Black & White with Spot Colour, Sepia, Duotone.....

Themes / Genres/ Appearance/ Styles (feel free to give some creative input here, and/or you may wish to provide some imagery from photos or magazine clippings.)

eg. Comical, Realistic, Etching, Tattoo, Abstract, Impressionist, to name a few.

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\*Description of Work:

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\*Attachments

Any reference material provided: Yes / No

Are notes attached: Yes / No

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\*Onsite: (eg.for murals & outdoor or public art) Yes / No

Special Considerations ( i.e. Awkward access for outside work, long distance travel).....

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OFFICE USE ONLY

Copyright:.....

Cost Estimate .....

Terms of Payment .....50% upfront & remainder on completion before upload, delivery or pickup.....

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I have read and agree to the Terms and Conditions on page 2 & 3.

These details above describe job requirements as accurately as possible and agree that the quote/cost estimate is based on these details.

Signed ..... Name.....

*Commissioner*

Date ..... /..... /.....

On Behalf of (if applicable).....

# Terms and Conditions

- **1. Diligence:** Wayne Fleming (the Artist from hereon) will undertake to apply his skill and experience to provide the service and will use all diligence in completing the task according to the client's Brief.
- **2. Drafts**
  - (i) The client understands that the draft supplied is based on the Artist's interpretation of the Brief and/or any notes from consultations that may have taken place.
  - (ii) While the Artist agrees to exercise due diligence no guarantees to client satisfaction can be given at the draft stage and subsequently further drafts may be required before proceeding to finished art. Where these additions and alterations occur they will appear as additions to the final account. *If in doubt, it is advised to add 25% to the cost estimate, see also 'Payment (iii)'*
  - (iii) The client shall give written approval of the draft before proceeding to finished art, or by signing the draft and returning to the artist.
  - (iv) IMPORTANT  
Drafts submitted to a client remain the full Copyright property of Wayne Fleming until payment for the finished art is received by the Artist. If the draft is not approved or the job is put on hold, the Client may not use the draft or submit to another artist without permission from Wayne Fleming, normally for a Copyright Release fee of 50% of the Total Estimated price of the job had it proceeded to finished art. See also clause Payment (v) & (vi) below.
- **3. Copyright**

The Artist retains all Copyright to the artwork until all payments are cleared and is subject to a range of parameters which must be discussed with the artist to be evaluated in determining the cost estimate or quote. Generally speaking the implied copyright is extended to the particular intended use of the design as revealed by the client thru various correspondence, and any non-commercial use (say a specific birthday card)

If there are purposes for use of the design(s) not mentioned in The Brief or discussions with the artist, it may be deemed as Unlicensed and unlawful use of the designs and may attract legal proceedings. In these cases the artist must be notified of the intended further uses and prices can be amended for an agreed consideration. *Design Commissions that the Client requires to opt for that involve Royalty payment instead, or in addition to, the Finished Art fee would also require a Design & Commission Agreement Form to be completed by both parties and will include details based on correspondence.*
- **4. Deadlines**

All care will be taken to complete the work according to deadline. However the ability to complete the service on time is subject to receiving the essential information from the briefing party at the start of our work. If this is not available, changes to our program will be discussed and a new completion time will be set. See Urgency Loading: next page.
- **5. Payment**
  - (a) The paying party identified on this contract, whose signature appears on the quote or purchase order, will undertake to pay 50% up front the Cost Estimate or Quoted price, and C.O.D the remaining, on receipt of evidence of the completed work.
  - (b) Unless otherwise stated, the quote *does not include* the costs of printing, alterations, additions, couriers, international phone calls/faxes, travel, reference & research. Where these expenses are incurred they will appear, at cost, as disbursements on the final account.
  - (c) Quote/Cost Estimate includes first draft sketch. Further drafts are charged additionally on merit but at no more than \$50 which includes scan & upload. *If in doubt add 25% to the quoted fee for possible alterations, unless (of course) it is evident that the changes were due to The Artist, not following directives in job correspondence when correspondence was received in a timely manner.*
  - (d) Further drafts are charged additionally on merit but at no more than \$70 each which includes scan & upload.
  - (e) Late Payment: Where the account is overdue by 14 days of the due date interest shall be charged at 30% pa calculated daily.
- **6. Calculation of the Fee is based on:**
  - a) Amount of studio time and administration.
  - b) Limitations of Copyright License released to the client for use of the artwork. Such limitations may be the \*extent of media copied or printed onto, \* private or commercial use, \*timespan, \*geographical *see Brief & Order Form if supplied.* If no mention is made of License requirements by the Client to the Artist the Cost Estimate that is given is deemed as non-Exclusive License and is a flat-fee estimate meaning royalty free.
  - c) Value Added Options (see below)  
Cost Estimates are given based on information given in correspondence, and may be subject to variation due to alterations or additions usually due lack of clarity within the brief given by the client, whether through general correspondence, or completion of the Brief & Order Form submitted to the Client by the Artist.
  - d) Miscellaneous expenses (see below)
- **7. Option worth considering**

*For an upfront fee of \$70, draft sketches may be purchased prior to this order. This is especially useful if the client wishes to see a preview before committing to the Finished Art. This fee is reimbursed off the final account if the draft proceeds to finished art.*

*Copyright to drafts still remain the property of Wayne Fleming-Illustrator ABN 70 551 906 713 even if the draft does not proceed to Finished Art*

*In some circumstances where the client may be happy with the draft as Finished Art, or if the client wishes for any reason, to submit the draft to another Artist, the Copyright may be released for a nominal fee normally, but not limited to, approximately 50% of the Cost estimate/ Quote given if the draft had proceeded to finished art.*

Penalties will be imposed for unauthorized use of drafts, including the full Cost Estimate / Quote given, if the draft had proceeded to finished art, plus interest (see Late Payment Clause above), legal costs and damages.

- **8. Value Added Options:**

- a) TRADITIONAL ART, (non-digital)  
Digital scanning, saving to disk, digital uploading applies to traditional "hard copy" art. Prices vary
- b) DIGITAL ART sometimes may attract up to 25% discount for non-commercial work such as (but not restricted to) extra themes for Caricature Art, if the client is satisfied that that some content may contain clip-art either cannibalised from The Artists own illustration data-base or Outsourced images. Some outsourced images may attract royalty or download fees, but still are generally much cheaper than the Artist's original illustration content.  
The Client must advise the Artist if he/she requires only all Original Art, thruout all the content of the Artwork, in which instance, no discounts will apply.
- c) FRAMING
- d) ADDITIONAL OPTIONS requested by the client post original quote (see Miscellaneous & Additional Services below).

These charges may be costed as a separate fee from the original work fee or invoice and payable on completion of the work before work is delivered or received by the client.

- **9. Miscellaneous fees & Additional Services**

- a) URGENCY LOADING

In the event that Wayne Fleming is required to work overnight or on a weekend or Public Holiday period, a surcharge of up to 100% of the original fee may be charged. This applies where the client has requested us to do so, briefing material has not been received in time, or changes occur during the production period requiring a delay to our work but where the original deadline must be adhered to. Where over normal work time is required because Wayne Fleming have caused delay then no surcharge shall apply.

- b) ALTERATIONS to drafts or finished art, due to the change in design, viewpoint or scope of the work. Where changes are requested of a subjective nature and the work to be changed is deemed to be of a proper and correct standard then a charge will be levied for the time taken to respond to those changes. Charges for alterations at the draft level will be based on merit and advised to the client if required.

- c) RESAMPLING

Of poor reference material as deemed necessary, from \$10 for sizes up to A3.

All effort is made to advise the client but where the client does not respond in a reasonable time Wayne Fleming will apply those services in the interest of meeting deadlines.

- d) REFERENCE & RESEARCH

Where illustration work involves subject matter that needs reference material and research and the client cannot or does not provide this.

This can include Internet or Library searches,

Typical examples are man-made subject matter, such as structures, vehicles, obscure items, geographic, or other art that the client would like to submit (but doesn't) to help explain requirements

Particularly where the subject matter is very specific in detail, such as a particular make of car, where a simple generic cartoon figure is not appropriate.

Clients are urged to supply certain images where possible, or even a basic stick diagram is all assistance to keep fees in check.

- e) ROYALTY OR DOWNLOAD FEES for (i) clipart required, or (ii) obscure fonts that are integral to a clients requirements, that are not available in the Artist private database.

- f) CONSULTATION

Generally limited to in person appointments Wayne Fleming grants up to 15 minutes free for a no-obligation Cost Estimate or Quote and after that time is charged as Consultation @ \$100 ph, if the client has a reasonably accurate Brief of their requirements.

Where the Client needs Intellectual input into their requirements the charge has no free bracket and the appointment may be deemed as a full Consultation with or without a Quote or Cost Estimate, and is charged at \$150 ph.

The Artist may also communicate ideas by what is termed in the Creative Industry as 'thumbnail sketches'.

Where such Intellectual or Artistic input is requested by the Client, the Client must be prepared to sign a Confidentiality Agreement and/or agree to a conversation Dictaphone recording of the minutes in order to protect the Artist's Intellectual and/or Artistic Property Rights.

- g). CANCELLATION

Where a commission is terminated by a client, Wayne Fleming shall apply charges equal to the value of the work done including administration time & expenses e.g. Paperwork & Correspondence, up to the date of cancellation.

Wayne Fleming reserves the rights to withdraw his professional services at any stage if work becomes untenable or demands become unreasonable subject to Clause 1 and will not be liable for any claim for consequential damages, and charges apply equal to the value of the work done including administration time & expenses e.g. paperwork & correspondence, to the date of cancellation, as Wayne Fleming deems appropriate and relevant.

- h) LATE PAYMENT

Where the account is overdue by 14 days of the due date interest shall be charged at 30% per annum calculated daily.

Legal costs and damages will also apply in the event of engaging legal practitioners for the recovery of monies owing.

- i) TRAVEL

In circumstances where the requirement was not requested in the brief.

- j) POSTAGE & HANDLING

If not stated the Cost Estimate or Quote may not include Postage & Handling. Postage & Handling fees if not stated are set to the minimum un-insured rate. Premium postage services can be provided on request for extra cost depending on location.

- **10. \*Important note for work involving cartoon caricatures:**

Caricatures are a complex creative field and satisfaction may be subject to many variables, such as quality and age of the photo, individual interpretation & conjecture about the likeness (which can differ wildly from person to person), just to name a couple.

In view of this, all expertise is implemented from a background of 25 years in the field but **guarantees cannot be given** and payment is made by the client, upfront on good faith in, primarily, **the artist's interpretation** of the subject.

In view of this, cost creep is reduced by a careful system of drafts (mentioned above), before going to finished art, and also by the clients giving clarity with details about the subject, such as >

- a) Preferences of level of caricature i.e. (i) more towards a portrait? (Safer) or (ii) more comical thru exaggeration? (Riskier but far more skill exercised)
- b) Preferences about expressions that reflect their character such as happy, serious, cute, glamorous, vain etc.

Please be aware that drafts are just that, and naturally there will still be changes and differences, but they will be deemed by the artist as improvements, such as tidier line work etc.