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How Should I Transfer Rights In A Book Cover Design To A Client Unable To Pay In Full For The Work?

[Kristie Prinz](#)**Q.**

I am a graphic designer. A long-time client asked me to design a web site to promote his book, which he will self-publish. In addition, I redesigned the book cover. My client liked the design and wants to purchase it. I quoted him \$3,000 for exclusive rights (with certain stipulations). He can't pay me the full amount now, and he suggested that I write a license agreement.

1. Can I write such an agreement without hiring a lawyer?
2. My client also wants me to help him market the book and create promotional materials. However, he wants to pay me 50% as cash and 50% as stock in his company.
3. Should I, instead, work out a payment plan (similar to the book cover design) in which he pays me the remaining 50% within a specified period, plus late fees?

*-- Designer***A.**

Based on your question, it is unclear what your standard practice is in dealing with clients. However, regardless of whether or not you receive payment in full for your graphic design work, copyright law provides that you own the copyright in any work you create, unless it is created (i) as an employee in the scope of employment or (ii) by special commission of a client and pursuant to a written agreement of the parties expressly stating that the work is a "work for hire." Thus, if you have not been entering into "work for hire" agreements with your clients, then you have been providing them the right to use your work pursuant to implied non-exclusive licenses.

In the present case, the client is asking that you enter into a written license agreement with him, which would provide him with the right to legally use your work. While any terms to such an agreement are certainly open for negotiation, entering into a license agreement makes sense, provided you don't intend to

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transfer all right, title, and interest in your work to the client. The terms of the license could be provided on either an exclusive or non-exclusive basis, depending on what you negotiate with your client.

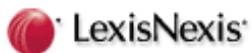
With respect to your question about whether you can draft this type of an agreement without hiring a lawyer, as an IP transactions attorney who drafts licenses for a living, I do not recommend drafting your own licensing agreements without retaining an [IP licensing attorney](#) in your jurisdiction to assist you. Licensing is a niche practice, which is complicated enough that it requires a certain degree of specialization to be able to do it well.

My advice to you if you are on a tight budget is to look around and see if you can find an attorney that will do the work for you on a fixed fee rather than hourly basis. This will provide you with the skills you need at fixed price. Some attorneys post their rates on the website, but the majority still provide this information only upon request, so you may have to make some calls to find the right fit.

As for the deal your client is proposing for the marketing and promotion of the book, this type of collaboration arrangement is also perfectly reasonable, but I would again recommend that you consult with an IP transactions lawyer in your jurisdiction before entering into any such transaction. Such an attorney should be able to advise you not only on how to draft the agreement but also on how to negotiate the best possible terms with the other party.

-- Kristie Prinz

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