richardcarl™
design group

T E R M S

D A T E	PROJECT NO.
ESTIMATE TOTAL	

1. Time for Payment
Invoices are payable on project completion. A 1.5% monthly service charge is payable on all overdue balances. The grant of any license or right of copyright is conditioned on receipt of full payment.

2. Default Payment
The client shall assume responsibility for all collection of legal fees necessitated by default in payment.

3. Estimates
The fees and expenses shown are minimum estimates only. Final fees and expenses shall be shown when invoice is rendered. The client's approval shall be obtained for any increases in fees or expenses that exceed the original estimate by ten percent (10%) or more.

4 Changes
The estimated price includes two rounds of revisions following the initial design presentation. A final proof will be produced after the second round of changes in which any additional client revisions shall be billed at an hourly rate of $75/hour.
The Client is responsible for Proofreading all copy to ensure the information is correct and free of misspellings and typos.

5. Expenses
The client shall reimburse the designer for all expenses arising from this assignment, including the payment of any sales taxes due on this assignment, and shall advance $_____ to the designer as a down payment.

6. Cancellation
In the event of cancellation of this assignment, ownership of all copyrights and the original artwork shall be retained by the designer, and a cancellation fee for work completed, based on the contract price and expenses already incurred, shall be paid by the client.

7. Ownership and Return of Artwork
The designer retains ownership of all original artwork, whether preliminary or final, and the client shall return such artwork within thirty (30) days of use unless indicated otherwise below:

_____

8. Credit Lines
The designer and any other creators shall receive a credit line with any editorial usage. If similar credit lines are to be given with other types of usage, it must be so indicated here:

9. Releases
The client shall indemnify the designer against all claims and expenses, including reasonable attorney's fees, due to uses for which no release was requested in writing or for uses which exceed authority granted by a release.

10. Modifications
Modification of the agreement must be written, except that the invoice may include, and the client shall pay, fees or expenses that were orally authorized in order to progress promptly with the work.

11. Uniform Commercial Code
The above terms incorporate article 2 of the Uniform Commercial Code.

12. Code of Fair Practice
The client and the designer agree to comply with the provisions of the Code of Fair Practice, a copy of which may be obtained from the Joint Ethics Committee, P.O. Box 179, Grand Central Station, New York, New York, 10017.

13.Warranty of Originality
The Designer warrants and represents that, to the best of his/her knowledge, the work assigned hereunder is original and has not been previously published, or that consent to use has been obtained on an unlimited basis; that all work or portions thereof obtained through the undersigned from third parties is original or, if previously published that consent to use has been obtained on an unlimited basis: that the designer has full authority to make this agreement; and that the work prepared by the designer does not contain any scandalous, libelous, or unlawful matter. This warranty does not extend to any uses that the client or others may make of the designer's product which may infringe on the rights of others. Client expressly agrees that it will hold the designer harmless for all liability caused by the client's use of the designers product to the extent such use infringes on the rights of others.

14. Limitation of Liability
Client agrees that it shall not hold the designer or his/her agents or employees liable for any incidental or consequential damages which arise from the designer's failure to perform any aspect of the project in a timely manner, regardless of whether such failure was caused by intentional or negligent acts or omissions of the designer or a third party.

15. Dispute Resolution
Any disputes arising out of this agreement shall be submitted to binding arbitration before the Joint Ethics Committee or a mutually agreed upon arbitrator pursuant to the rules of the American Arbitration Association. The Arbitrator's award shall be final, and judgement may be entered in any court having jurisdiction thereof. The client shall pay all arbitration and court costs, reasonable attorney's fees, and legal interest on any award of judgement in favor of the designer.

16. Acceptance of Terms
the signature of both parties shall evidence acceptance of these terms.

Consented and agreed to:

_____ _____
Authorized Signature Date

_____
Clients Name & Title

_____ _____
Richard Carl Design Group Date