

## 1. Reservation of Rights

All rights not expressly granted above are retained by the Artist, including any electronic rights or usage and including, but not limited to, all rights in sketches, comps, or other preliminary materials. Any use additional to that expressly granted above requires arrangement for payment of a separate fee. The Artist retains the right of usage for self-promotion, including placement in portfolio.

## 2. Revisions

Artist agrees to submit 3 stages for client's approval. Additional fees will be charged to Client for revisions made after such sketches and for all revisions that reflect a new direction for the assignment or new conceptual input. No additional fees shall be billed for changes required to bring final artwork up to original specifications or assignment description. Client agrees to offer Artist the first opportunity to make any changes to final artwork.

## 3. Cancellation and Kill Fees

Cancellation ("kill") fees are due based on the amount of work completed. Fifty percent (50%) of the final fee is due within 30 days of notification that for any reason the job is cancelled or postponed before the final stage. The remainder of payments due upon cancellation are based on the number of stages completed. One hundred percent (100%) of the total fee is due despite cancellation or postponement of the job if the art has been completed. Upon cancellation or kill, all rights to the art revert to the Artist, and all original art must be returned, including sketches, comps, or other preliminary materials.

## 4. Credits and Copies

A credit line suitable to the design of the page will be used in all cases. Client agrees to pay an additional 50% of the total fee for failure to include credit line. Credit line is required independent of Artist's signature, which shall be included at Artist's discretion unless otherwise agreed in writing above. Client agrees to provide Artist with 1 sample copy of any printed material.

## 5. Payment

Fifty percent (50%) of payment is due upon signature of this agreement. Fraction of remaining payment for finished work is due upon acceptance of each stage. The Client's right to use the work is conditioned upon receipt of payment upon acceptance and upon Client's compliance with the terms of this agreement. A 1 1/2% monthly service charge will be billed against late payment.

## 6. Permissions and Releases

The Client agrees to indemnify and hold the Artist harmless against any and all claims, costs, and expenses, including attorney's fees, due to materials included in the Work at the request of the Client for which no copyright permission or privacy release was requested or for which uses exceed the uses allowed pursuant to a permission or release.

## 7. Miscellany

This agreement shall be binding upon the parties, their heirs, successors, assigns, and personal representatives. This agreement constitutes the entire understanding of the parties. Its terms can be modified only by an instrument in writing signed by both parties. Any dispute regarding this agreement shall be arbitrated in Portland, OR under the rules of the American Arbitration Association and the laws of Oregon. This agreement shall be governed by the laws of the State of Oregon and courts of such State shall have exclusive jurisdiction and venue.

## Consented and agreed to:

Artist signature/date \_\_\_\_\_

Client signature/date \_\_\_\_\_

Client contact phone \_\_\_\_\_

Client Address \_\_\_\_\_

**BACK**