



# GRAPHIC DESIGN & ILLUSTRATION

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## PROPOSALS & CONTRACTS

### ADDITIONAL TERMS & CONDITIONS

WORK IN PROGRESS, CANCELLED BY THE CLIENT, SHALL REQUIRE A FEE PAID WHICH WILL BE BASED ON FEES AND EXPENSES LISTED ON THE AGREEMENT, ALREADY INCURRED UP TO DATE OF CANCELLATION. WORK STOPPED BY CLIENT MAY BE CONSIDERED CANCELLED AFTER 30 DAYS. IN THE EVENT OF CANCELLATION OF THIS ASSIGNMENT, OWNERSHIP OR ALL COPYRIGHTS AND THE ORIGINAL ARTWORK AND DISKS ARE RETAINED BY THE DESIGNER . CLIENT MAY NOT USE OR APPROPRIATE SAID ITEMS OR CONCEPTS WITHOUT RETAINING PERMISSION, IN THE FORM OF A WRITTEN AGREEMENT, FROM DESIGNER .

UPON PAYMENT IN FULL, THE CLIENT SHALL RETAIN COPYRIGHT FOR ARTWORK FOR THIS ASSIGNMENT.

BOTH PARTIES AGREE THAT THE DESIGNER MAY EXHIBIT ARTWORK FOR THE PURPOSES OF SELF-PROMOTION. DESIGNER PROMISES THAT ARTWORK WILL NOT BE SOLD OR LICENSED TO ANY PARTY OTHER THAN THE CLIENT NAMED IN THIS AGREEMENT.

THIS AGREEMENT IS SUBJECT TO CURRENT U.S. COPYRIGHT LAWS AND FAIR PRACTICE LAWS.

THE DESIGNER WARRANTS AND REPRESENTS THAT, TO THE BEST OF HER KNOWLEDGE, THE WORK GENERATED BY THE DESIGNER IS ORIGINAL AND HAS NOT BEEN PREVIOUSLY PUBLISHED OR THAT CONSENT TO USE HAS BEEN OBTAINED ON AN UNLIMITED BASIS.

CLIENT AGREES THAT IT SHALL NOT HOLD 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 .

CHANGES TO THE AGREEMENT MUST BE IN WRITING, EXCEPT THAT THE CLIENT WILL BE OBLIGATED TO PAY FEES AND OR EXPENSES THAT WERE ORALLY AUTHORIZED IN ORDER TO PROGRESS PROMPTLY WITH THE WORK.

DESIGNER TRANSFERS THE FOLLOWING RIGHTS TO THE CLIENT

CLIENT MAY HAVE FULL USAGE OF ALL DESIGN WORK FOR THE PROMOTIONAL AND MARKETING PURPOSES OF \_\_\_\_\_.

THESE RIGHTS ARE LIMITED TO THE INDIVIDUAL PRODUCT AS WELL AS TO THE ORIGINAL OWNERS OF \_\_\_\_\_ . IF \_\_\_\_\_ OR THE INDIVIDUAL PRODUCT LINES ARE SOLD OR TRANSFERRED TO ANOTHER PARTY FOR ANY FORM OF COMPENSATION, DESIGNER WILL BE ENTITLED TO \_\_\_\_\_% OF THE SALE OF THIS PRODUCT OR PROPERTY.

IF ITEMS OR ABOVE LISTED PROPERTY CREATED FOR CLIENT IS SOLD IN ANY MANNER TO ANOTHER PARTY OTHER THAN ORIGINAL OWNERS, DESIGNER WILL RECIEVE COMPENSATION OF \_\_\_\_\_% OR \$\_\_\_\_\_ PER UNIT SOLD.

AGREED BY

DESIGNER \_\_\_\_\_ DATE \_\_\_\_\_

CLIENT \_\_\_\_\_ DATE \_\_\_\_\_



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DATE: \_\_\_\_\_ CLIENT: \_\_\_\_\_

CONTACTS: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

PROJECT TIMELINE: \_\_\_\_\_

PROJECT DESCRIPTION: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DESIGN FEE/TYPE (EXPENSES WILL BE BILLED SEPARATELY)

\_\_\_\_ HOURLY RATE @ \$\_\_\_\_  BILLED MONTHLY  BILLED UPON COMPLETION (SEE ANTICIPATED SCHEDULE OF EVENTS). \_\_\_\_\_ FLAT RATE OF \$\_\_\_\_\_ (SEE SCHEDULE BELOW)

### PROCESS/SCHEDULE

**PHASE 1 :** 50% UPON SIGNING - INCLUDES INITIAL CONSULTATION & PRODUCTION OF FIRST SKETCHES FOR ILLUSTRATIONS OR COMPS/DISTINCT IDEAS FOR LOGO/LAYOUT DESIGN. ADDITIONAL DESIGNS/COMPS WILL BE BILLED AT A RATE OF \$\_\_\_\_\_10\_ AN HOUR .

**PHASE 2 :** 25% UPON ACCEPTANCE OF ONE PHASE 1 COMP IDEA OR SKETCH. INCLUDES THE CREATION OF A "TIGHT" COMP AND ONE ROUND OF REVISIONS. FOR ILLUSTRATIONS, IF GRAPHICS ARE NOT PROVIDED, ADDITIONAL FEES WILL BE CHARGED AS WELL AS TIME OF RESEARCH. ANY ADDITIONAL REVISIONS, AFTER ONE ROUND OF REVISIONS WILL BE BILLED AT A RATE OF \_\_\_\_\_5\_ AN HOUR.

**PHASE 3 :** 25% PLUS ALL EXPENSED DUE UPON COMPLETION/DELIVERY - FINAL FILES WILL BE DELIVERED TO CLIENT OR SERVICE BUREAU.PRESS CHECKS AND/OR PROOFING WILL BE CONDUCTED BY THE DESIGNER AND FINAL PROOFING OF THE PROOFS WILL BE CONDUCTED BY THE CLIENT. CLIENT IS REQUIRED TO SIGN OFF ON ALL WORK WHEN APPROVED. DESIGNER WILL NOT BE HELD LIABLE FOR ERRORS NOT CAUGHT BY CLIENT AFTER CLIENT'S APPROVAL HAS BEEN RECEIVED BY SERVICE BUREAU.



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UNLESS REQUESTED BY THE CLIENT ALL FEES INCURRED BY THE CLIENT AT THE SERVICE BUREAU WILL BE DIRECTLY BILLED TO THE CLIENT BY THE SERVICE BUREAU. IF DESIGNER IS TO PAY OUT OF POCKET TO ANY OF THE SERVICE BUREAUS OR VENDORS THERE WILL BE AN ADDITIONAL 15% HANDLING FEE CHARGED TO THE CLIENT FOR THIS SERVICE.

PHASE 4 : IF ANY FURTHER CONTACT WITH A SERVICE BUREAU, VENDOR AND/ OR CLIENT IS REQUIRED, CLIENT WILL BE BILLED AT AN HOURLY RATE OF \$\_\_\_\_\_, DUE UPON COMPLETION OF JOB UNLESS AN ADDITIONAL AGREEMENT IS MADE.

ESTIMATED/POTENTIAL OUTSIDE EXPENSES(NOT INCLUDED IN DESIGN FEES). THESE EXPENSES MAY BE INCURRED BY THE DESIGNER ON BEHALF OF THE CLIENT. CLIENT WILL REIMBURSE DESIGNER FOR ALL EXPENSES ARISING FROM THIS ASSIGNMENT, INCLUDING EXPENSES AND FEES ARISING FROM CLIENT SPECIFIED CHANGES.

ILLUSTRATION: \_\_\_\_\_ PHOTOGRAPHY: \_\_\_\_\_  
MODELS/PROPS: \_\_\_\_\_ MATERIALS/SUPPLIES: \_\_\_\_\_  
TYPE PURCHASES: \_\_\_\_\_ COPYWRITING: \_\_\_\_\_  
EDITING: \_\_\_\_\_ PRINTING (IF BROKERED BY DESIGNER): \_\_\_\_\_  
CLIENT CHANGE ORDERS: \_\_\_\_\_ COMMUNICATION EXPENSES: \_\_\_\_\_  
TRANSP/TRAVEL: \_\_\_\_\_ SHIPPING/INSURANCE: \_\_\_\_\_  
OTHER: \_\_\_\_\_ OTHER: \_\_\_\_\_

EXPENSES SUBTOTAL \$ \_\_\_\_\_

EXPENSES SALES TAX \$ \_\_\_\_\_

15% HANDLING FEE \$ \_\_\_\_\_

SUBTOTAL \$ \_\_\_\_\_

TOTAL DESIGN FEE \$ \_\_\_\_\_

TOTAL AMOUNT DUE \$ \_\_\_\_\_

PLEASE MAKE ALL PAYMENTS TO: MICHAEL DJOBI

**MICHAEL DJOBI J. SERVICES**

INITIALS \_\_\_\_\_ DESIGNER \_\_\_\_\_ DATE \_\_\_\_\_

INITIALS \_\_\_\_\_ CLIENT \_\_\_\_\_ DATE \_\_\_\_\_