



Kelsey Rebecca Kline
 2013 Copper Beech Way
 Greenville, NC 27858
 Klinek09@students.ecu.edu
 704.746.4415

To _____
 Date: _____
 Commissioned By: _____
 Assignment Number: _____
 Client's Purchase Order: _____

Fee Payment Schedule

Estimated Expenses

The Client shall reimburse the Designer for all expenses. Expense amounts are estimates only.

- Illustration
- Printing (if brokered by Designer)
- Photography
- Client's Alterations
- Models & Props
- Toll Telephones
- Materials & Supplies
- Transportation & Travel
- Type
- Messengers
- Stats, Proofing & Copies
- Shipping & Insurance
- Mechanicals
- Other Expenses

Subtotal: _____
 Sales Tax: _____
 Total: _____

Terms

1. Time for Payment
All invoices are payable within thirty (30) days of receipt. A 1 1/2% 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 in 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 Client shall be responsible for making additional payments for changes requested by the Client in original assignment. However, no additional payment shall be made for changes required to conform to the original assignment description. The Client shall offer the Designer the first opportunity to make any changes.
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 for payment of said expenses.
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 in which exceed authority granted by a release.

Assignment Description

Delivery Date: _____
 (predicated on receipt of all materials to be supplied by Client)
 Materials Supplied By: _____
 Fee: _____

Rights Transferred

The Designer transfers to the Client the following exclusive rights of usage.

- Title or Product _____
- Category of Use _____
- Medium of Use _____
- Edition (if book) _____
- Geographic Area _____
- Time Period _____

Any usage rights not exclusively transferred are reserved to the Designer. Usage beyond that granted to the Client herein shall require payment of a mutually agreed upon additional fee subject to all terms. Any transfer of rights is conditional upon receipt of full payment.

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, 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 Designer's 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 in excess of \$_____ (maximum limit for small claims court) 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 judgment 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 judgment in favor of the Designer.
16. Acceptance of Terms
The signature of both parties shall evidence acceptance of these terms.

Date _____
 Designer's Signature _____
 Authorized Signature _____
 Client's Name and Title _____