

RAVEN'S EYE DESIGN

PHONE: 520.241.5494
FAX: 520.324.0818
MAIL: PO Box 40804 Tucson, AZ 85717



WORK ORDER CONTRACT

FOR:

Date

Commissioned by

Assignment number

PROJECT DESCRIPTION:

Delivery date

(predicated on receipt of all materials to be supplied by Client)

Materials supplied by

DESIGN FEE

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

Web Hosting

Materials; supplies

Transportation; travel

Film/halftone output

Proofing; copies

Shipping; insurance

Other expenses

TOTAL EXPENSES

TOTAL ESTIMATED COST TO CLIENT (client initials) _____ NOT TO EXCEED

PAYMENT SCHEDULE:

RIGHTS TRANSFERRED

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

Title or product

Category of use

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.

TERMS:

1. TIME FOR PAYMENT

All invoices are due payable upon receipt after completion of Project. A 2% monthly service charge is payable on all balances 30 days or more past due. The grant of any license or right of copyright is conditioned on receipt of full payment.

2. ESTIMATES

The fees and expenses shown are 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.

3. CHANGES

The Client shall be responsible for making additional payments for significant changes to the original Project specifications requested by the Client. However, no additional payment shall be made for changes required to conform to the original Project description. The Client shall offer the Designer the first opportunity to make any changes.

4. EXPENSES

The Client shall reimburse the Designer for all expenses arising from this Project and shall advance \$ _____ to the Designer for payment of said expenses.

5. CANCELLATION

In the event of cancellation of this Project, ownership of all copyrights to original work produced by the Designer shall be retained by the Designer, and fees for work completed, based on the fee rate and expenses already incurred, shall be paid by the Client.

6. OWNERSHIP AND RETURN OF ARTWORK

The Designer and the Client both agree to follow US Copyright Law. Any

work produced under the direction or instruction of the Client and paid in full will be considered "work for hire" and the copyright for such work will be assigned to the Client. The Designer shall retain ownership of all preexisting original work and the Client shall be granted a non exclusive license to the work limited to the performed Project.

7. CREDIT LINES

The Designer and any other creators shall receive a credit line only for the following editorial usage listed below:

8. RELEASES

The Client and the Designer both shall indemnify the other 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 the authority granted by a release.

9. MODIFICATIONS

Modifications to the Agreement must be made in writing and approved in advance. However, the invoice may include, and the Client shall pay, fees or expenses that were orally authorized and mutually agreed to be necessary to expedite progress on the Project.

10. 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, PO Box 179, Grand Central Station, New York, NY 10017.

11. 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 bases; 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. If the above warranty and representation are held valid, the 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.

12. 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, unless such failure was caused by intentional or gross negligent acts or omissions of the Designer.

13. DISPUTE RESOLUTION

Any disputes in excess of \$2,500 (maximum limit for small claims court) arising out of this Agreement shall be submitted to binding arbitration before 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 in the State of Arizona. The Client and the Designer shall pay all arbitration and court costs, reasonable attorney's fees, and legal interest on any award of judgment in favor of the other.

14. ACCEPTANCE OF TERMS

The signature of both parties shall evidence acceptance of these terms.

CONSENTED AND AGREED TO:

date _____

designer's signature _____

authorized client's signature _____

client's name and title (printed) _____

