

letter of agreement

august 29, 2006

GreenDesignConstruct

162 Jay St, Schenectady, New York 12305

518.370.1576

Project Title/Description: Identity for GreenDesignConstruct. Includes logo study, business card and 8.5"x11" brochure design. All files will be handed over press-ready.

Schedule: Sketches: September 20, 2006; Final Art: September 30th, 2006

Copyright Usage: Identity may be used on promotional materials with the consultation of the Artist. All other rights to be negotiated separately.

Fee for Rights Granted: \$600

TERMS

- 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.
- 2. **Revisions:** Revisions may be made only by the Artist at the sketch stage. Additional fees will be charged for revisions made after (insert your standard here) sketches, and for revisions reflecting a new direction to the assignment, or new conceptual input.
- 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 canceled or postponed before the final stage. 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. **Payment:** Payment for finished work is due upon acceptance, net thirty (30) days. The Client's right to use the work is conditioned upon receipt of payment within thirty days of acceptance, and upon Client's compliance with the terms of this agreement. A two percent (2%) monthly service charge will be billed against late payment.
- 5. **Original Art:** Original art remains the property of the Artist unless expressed in the agreement. Client is responsible for return of original art in undamaged condition within thirty (30) days of first reproduction.
- 6. **Additional Expenses:** Client agrees to reimburse Artist for the following expenses: Travel \$2/hr; Printing Proofs \$25; Photography \$25/hr
- 7. **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.
- 9) **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, except that the Client may authorize expenses or revisions orally. No terms attached to any check for payment under this Agreement can modify the Agreement except under an independent instrument in writing signed by both parties. Any dispute regarding this agreement shall be arbitrated in New York, New York under the rules of the American Arbitration Association and the laws of New York. A waiver of a breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions. This Agreement shall be governed by the laws of the State of New York and courts of such state shall have exclusive jurisdiction and venue.

Artist Signature/Date

Client Contact Signature/Title/Date

Accounts Payable Contact Name/Phone

This Agreement must be signed and returned before Artist can schedule or begin this job.