

CONTRACT

Client Name:

Business Name:

Address:

City/State/Country/Postal Code:

Phone/Email/Fax:

PROJECT DESCRIPTION:

ESTIMATED COSTS:

Labor fees (design, art direction, production, client services, etc.) are estimated at a total of \$ _____ or see attached estimate sheet for specifications.

Consultation fees are estimated at a total of \$ _____ or _____ see attached estimate sheet for specifications.

Materials costs (printing, project specific materials, etc.) are estimated at a total of \$ _____ or see attached estimate sheet for specifications.

Total estimated cost of project: \$ _____

Project estimates are valid for 15 days from the date of estimate. Project may be re-estimated if, upon receipt of all project elements, the designer determines the scope of the project has been altered dramatically from the originally agreed upon concept.

PAYMENT SCHEDULE:

A deposit in an amount equal to 35% of the total estimated cost is requested prior to execution of the project (\$ _____).

Payment in full of the remaining balance is to be paid upon delivery of the completed project. A cash discount of 5% of the total project labor and consultation cost is offered to clients paying upon delivery of the finished project.

Payment in full or the remaining balance is to be paid 15 days from receipt of the final invoice for the completed project. Finance charge of 5% per month (60% annually) on all overdue balances.

Additional payment arrangements:

REPRODUCTION OF WORK:

The client assumes full reproduction rights upon payment for completed project.

The designer retains personal rights to use the completed project and any preliminary designs for the purpose of design competitions, future publications on design, educational purposes and the marketing of the designer's business. Where applicable the client will be given any necessary credit for usage of the project elements.

REJECTION/CANCELLATION OF PROJECT:

The client shall not unreasonably withhold acceptance of, or payment for, the project. If, prior to completion of the project, the client observes any nonconformance with the design plan, the designer must be promptly notified, allowing for necessary corrections. Rejection of the completed project or cancellation during its execution will result in forfeiture of deposit and the possible billing for all additional labor or expenses to date. All elements of the project must then be returned to the designer. Any usage by the client of those design elements will result in appropriate legal action. Client shall bear all costs, expenses, and reasonable attorney's fees in any action brought to recover payment under this contract or in which (Insert your company name) may become a party by reason of this contract.

COMPLETION/DELIVERY OF PROJECT:

The estimated completion date for the project is _____. Any alteration or deviation from the above specifications involving extra costs will be executed only upon approval with the client. Any delay in the completion of the project due to actions or negligence of client, unusual transportation delays, unforeseen illness, or external forces beyond the control of the designer, shall entitle the designer to extend the completion/delivery date, upon notifying the client, by the time equivalent to the period of such delay.

ACCEPTANCE OF AGREEMENT:

The above prices, specifications and conditions are hereby accepted. The designer is authorized to execute the project as outlined in this agreement. Payment will be made as proposed above.

Client's signature:

Designer's signature:

Date: