

ALL-PURPOSE PURCHASE ORDER (Front)

[Art Buyer's Letterhead]



Remove all language in italics before using this form.

TO

Commissioned by _____

Date _____

Purchase Order Number _____

Job Number _____

ASSIGNMENT DESCRIPTION *[Indicate any preliminary presentations required by the buyer.]*

Delivery Date _____

Fee _____

BUYER SHALL REIMBURSE ARTIST FOR THE FOLLOWING EXPENSES

Messengers _____

Travel _____

Software _____

Models _____

Telephone _____

Transparencies _____

Props _____

Proofs _____

Film Output _____

Other _____

RIGHTS GRANTED. BUYER PURCHASES THE FOLLOWING EXCLUSIVE RIGHTS FOR USAGE OF FINAL ART DELIVERED TO BUYER:

Title or Product *[name]* _____

Category or Use *[advertising, corporate, promotional, editorial, etc.]* _____

Medium of Use *[consumer or trade magazine, annual report, TV, book, website, online publications, device apps, etc.]* _____

Edition (if book) *[hardcover, mass-market paperback, quality paperback, e-book, etc.]* _____

Geographic Area *[if applicable]* _____

Time Period *[if applicable]* _____

Artist reserves any usage rights not expressly granted. Any usage beyond that granted to buyer herein shall require the payment of Artist's standard licensing rate for such usage. All usage rights are conditioned upon receipt of full payment. Upon receipt of full payment, Artist shall deliver digital files necessary to enable Client's usage rights granted herein. Artist retains the rights to display all work created by Artist for this project, including preliminary designs and final deliverables, in Artist's portfolios, including in print and online, and to submit such work to design periodicals and competitions, provided that no confidential information is revealed thereby.

ALL-PURPOSE PURCHASE ORDER (Back)

TERMS

1. Time for Payment

All invoices shall be paid within 30 days of receipt. The grant of any license or right of copyright is conditioned on receipt of full payment.

2. Default in Payment

The Buyer shall assume responsibility for all collection of legal fees necessitated by default in payment.

3. Changes

Buyer shall make additional payments for changes requested beyond original assignment. However, no additional payment shall be made for changes required to conform to the original assignment description. The Buyer shall offer the Artist first opportunity to make any changes.

4. Expenses

Buyer shall reimburse Artist for all expenses arising from this assignment, including the payment of any sales taxes due on this assignment. Buyer's approval shall be obtained for any increases in fees or expenses that exceed the original estimate by 10% or more.

5. Cancellation

In the event of cancellation of this assignment, ownership of all copyrights and the original artwork shall be retained by the Artist; Buyer shall return originals and all copies thereof to Artist, and permanently delete all digital copies thereof; and a cancellation fee for work completed, based on the contract price and expenses already incurred, shall be paid by the Buyer.

6. Ownership of Artwork

The Artist retains ownership of all original artwork, whether preliminary or final, and the Buyer shall return such artwork, and all copies thereof, and shall permanently delete all digital copies thereof, within 30 days of the expiration of Buyer's usage rights.

7. Credit Lines

The Buyer shall give Artist and any other creators 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:

If this box is checked, the credit line shall be in the form:

© [date] _____

8. Releases

Buyer shall indemnify Artist against all claims and expenses, including reasonable attorney's fees, due to uses for which no release was requested in writing, or for uses that exceed authority granted by a release.

9. Modifications

Modification of the Agreement must be written, except that the invoice may include, and Buyer shall pay, fees or expenses that were orally authorized in order to progress promptly with the work.

10. Warranty of Originality

The Artist 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 consistent with the rights granted to Buyer herein; that all work or portions thereof obtained through the undersigned from third parties is original and that consent to use has been obtained consistent with the rights granted to Buyer herein; that the Artist has full authority to make this Agreement; and that the work prepared by the Artist does not contain any scandalous, libelous, or unlawful matter. This warranty does not extend to any uses that the Buyer or others may make of the Artist's product that may infringe on the rights of others. Buyer expressly agrees that it will hold the Artist harmless for all liability caused by the Buyer's use of the Artist's product to the extent such use infringes on the rights of others.

10. Limitation of Liability

Buyer agrees that it shall not hold Artist or his/her agents or employees liable for any incidental or consequential damages that arise from Artist'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 Artist or a third party. Furthermore, Artist disclaims all implied warranties, including the warranty of merchantability and fitness for a particular purpose. Buyer shall be responsible for all compliance with laws or government rules or regulations applicable to Buyer's final product(s).

To the extent the Deliverables include any word, symbol, logo, or other content used to designate Buyer as the source of goods or services ("Trademarks"), Buyer shall have sole responsibility for ensuring that Trademarks do not infringe the rights of third parties, and Buyer shall indemnify, save, and hold harmless Artist from any and all damages, liabilities, costs, losses, or expenses arising out of any claim, demand, or action by a third party alleging trademark infringement, or arising out of Buyer's failure to obtain trademark clearance or permissions, for use of Trademarks.

The maximum liability of Artist to Buyer for damages for any and all causes whatsoever, and Buyer's maximum remedy, regardless of the form of action, shall be limited to an amount equal to the total fees paid by Buyer to Artist hereunder. In no event shall Artist be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages arising out of or related to the Services, even if Artist has been advised of the possibility of such damages.

12. Dispute Resolution

Any disputes in excess of \$ _____ [maximum limit for small-claims court] arising out of this Agreement shall be submitted to mediation in accordance with the rules of _____ [name of local lawyers for the arts mediation program]. The prevailing party in any dispute resolved by litigation shall be entitled to recover its attorney's fees and costs, provided that party initiated or participated in mediation as set forth herein.

12. Acceptance of Terms

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

CONSENTED AND AGREED TO:

Artist's signature/date

Authorized signature/date

Buyer's name and title