

DIGITAL MEDIA INVOICE (Front)

[Designer's Letterhead]



Remove all language in italics before using this form.

CLIENT

Date _____

Commissioned by _____

Purchase Order Number _____

Job Number _____

DESCRIPTION OF ASSIGNMENT

Primary Use *[describe primary venue or device(s) for which designer's work will be used, e.g., website, blog site, mobile phones/devices, tablets, online advertising, original e-books]*

Additional Uses *[describe any additional allowed uses, e.g., promotional materials in print and online]*

Deliverables *[describe scope of project / digital files to be delivered]*

Description of Source Materials to Be Supplied by Client

Date Due

Client acknowledges that the date due is an approximation only, and any delays caused by Client's failure to timely sign this document or deliver materials or approvals shall extend the final due date and shall not be considered a material breach by Designer.

Deliverable(s) may be used only for the purposes stated below. All other use(s) and modification(s) is (are) prohibited. Deliverable(s) may not be copied without the Designer's permission except as required for the Uses set forth above.

USAGE RIGHTS GRANTED

Any grant of rights is conditional upon receipt of full payment.

Distribution/Geographical Area

System Applications *[for use on specific machine, or compiled into other operation languages]*

PRODUCTION SCHEDULE

(Including milestones, dates due, and appropriate fees.)

Milestone	Due Date	Payment upon Acceptance
Contract Signing	_____	\$ _____
Delivery of Preliminary Designs	_____	\$ _____
Delivery of Fully-Developed Selected Design for approval	_____	\$ _____
Delivery of Final Deliverables	_____	\$ _____
Acceptance of Final Deliverables	_____	\$ _____
Total	_____	\$ _____

Bonus: Client agrees to pay Designer a bonus of \$ _____ payable to the Designer in the event acceptable Final Deliverables are delivered to the Client prior to [date] _____.

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TERMS

1. Time for Payment

Each milestone is payable upon the Client's acceptance of the Deliverables. All invoices are payable within 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

If this form is used for an estimate or assignment confirmation, 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 10% or more.

4. Expenses

The Client shall reimburse the Designer for all expenses arising from this assignment, including payment on any sales taxes due on this assignment and shall advance \$_____ to the Designer for payment of said expenses.

5. Technology Access

Access to Internet or other technology platforms will be provided by a separate Internet Service Provider (ISP) or other provider to be contracted by the Client and who will not be party to this Agreement.

6. Progress Reports

The Designer shall contact or meet with the Client on a mutually acceptable schedule to report all tasks completed, problems encountered, and recommended changes relating to the development and testing of the Deliverables. The Designer shall inform the Client promptly by telephone upon discovery of any event or problem that may significantly delay the development of the work.

7. Third Party Materials

The Designer shall notify the Client of any licensing and/or permissions required for content or programming to be included in or support Client's use of the Deliverables. Client shall be responsible for paying all license fees for such third party materials.

8. Changes

The Client shall be responsible for making additional payments for changes requested by the Client beyond the scope of the 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.

9. Testing and Acceptance Procedures

The Designer will make every good-faith effort to thoroughly test all Deliverables and make all necessary corrections as a result of such testing prior to handing over the Deliverables to the Client. Upon receipt of each Deliverable, the Client shall either accept the Deliverable and make the milestone payment set forth or provide the Designer with written notice of any corrections to be made and a suggested date for completion, which should be mutually acceptable to both the Designer and the Client. The Designer shall designate [name] _____ and the Client shall designate [name] _____ as the only designated persons who will send and accept all Deliverables, and receive and make all communications between the Designer and the Client. Neither party shall have any obligation to consider for approval or respond to materials submitted other than through the designated person listed above. Each

party has the right to change its designated person upon _____ day(s) notice to the other.

10. Maintenance

The Designer agrees to provide the Client with reasonable technical support and assistance to maintain and update the Deliverables on the Internet or applicable wireless service(s) ("Maintenance Services") during the Warranty Period of [dates] _____ at no cost to the Client. Such assistance shall not exceed _____ hours per calendar month. After the expiration of the Warranty Period, the developer agrees to provide the Client with Maintenance Services an annual fee of \$_____ for a period of _____ years after the last day of the Warranty Period ("Maintenance Period"), payable 30 days prior to the commencement date of each year of the Maintenance Period. Such Maintenance Services shall include correcting any errors or any failure of the Deliverables to conform to the specifications. Maintenance Services shall not include the development of enhancements to the originally contracted project.

11. Enhancements

If the Client wishes to modify the Deliverables, the Designer shall be given first option to provide a bid to perform such enhancements.

12. Confidential Information

The Designer acknowledges and agrees that the source materials and technical and marketing plans or other sensitive business information, including all materials containing said information, that are supplied by the Client to the Designer, or are incorporated into the Deliverables shall be considered confidential information and shall not be disclosed to the public by Designer without the Client's prior written permission. Information shall not be considered confidential if it is already publicly known through no act of the Designer. Designer retains the rights to display all work created by Designer for this Project, including preliminary designs and final Deliverables, in Designer'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.

13. Return of Source Information

Upon the Client's acceptance of the Final Deliverables, or upon the cancellation of the Project, the Designer shall return to the Client all copies and originals of the Client's source materials.

14. Cancellation

In the event of cancellation of this assignment, ownership of all rights in Designer's work products shall be retained by the Designer, and Client shall have no rights to use or adapt the work products. A cancellation fee for work completed, based on the pro-rated portion of the next payment and expenses already incurred, shall be paid by the Client, and Client shall promptly return to Designer all copies of Designer's work products and shall permanently delete all digital copies thereof.

15. Ownership of Copyright

Client acknowledges and agrees that the Designer retains all rights of copyright in all work created by Designer for this Project, including preliminary designs and Final Deliverables.

16. Ownership and Return of Work Products

Upon receipt of full payment, Designer shall deliver digital files necessary to enable Client's usage rights granted herein. Designer retains ownership of all original work products, in any media, including digital files, whether preliminary or final. Client will return all work products, and permanently delete all digital files, within 30 days after expiration of Client's usage rights hereunder.

DIGITAL MEDIA INVOICE (Second Sheet)

17. Ownership of Designer's Tools

All design tools developed and utilized by Designer in creating or supporting Client's use of the Deliverables, including without limitation pre-existing and newly developed application tools and other software, and general non-copyrightable concepts such as interactive structures, layout, navigational, and functional elements (collectively, "Designer Tools"), shall be owned solely by Designer. Designer hereby grants to Client a nonexclusive, nontransferable (other than the right to sublicense such uses to Client's web hosting, Internet, or wireless service providers), perpetual, worldwide license to use the Designer Tools solely with the Final Deliverables.

18. Copy-Protection

The Client must copy-protect all Final Deliverables against duplication or alteration.

19. Credit Lines

The Designer shall be given credit as the creator of the Deliverables in close proximity to the Deliverables as they appear in print, and on the first page or screen of broadcast, electronic, and digital media.

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

© [date] _____

20. Alterations

Any electronic alteration of artwork or graphic design comprising the Deliverables (color shift, mirroring, flopping, combination cut and paste, deletion) is prohibited without the express permission of the Designer. The Designer will be given first opportunity to make any alterations required. Unauthorized alterations shall constitute additional use and will be billed accordingly.

21. Other Operating Systems Conversion

The Designer shall be given first option at compiling the work for operating systems beyond the original use.

22. Unauthorized Use and Program Licenses

The Client will indemnify the Designer against all claims and expenses arising from uses of third party content or property for which the Client does not have rights to or authority to use. The Client will be responsible for payment of any special licensing or royalty fees resulting from such use.

23. Warranty of Originality

The Designer warrants and represents that, to the best of his/her knowledge, the Deliverables are original and have not been previously published, or that consent to use has been obtained consistent with the rights granted to Client 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 Client herein; 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 un-lawful matter. This warranty does not extend to any uses that the Client or others may make of the Designer's work products that 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 unauthorized use of the Designer's work products to the extent such use infringes on the rights of others.

24. 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 that 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. Furthermore, the Designer disclaims all implied warranties, including the warranty of merchantability and fitness for a particular purpose. Client shall be responsible for all compliance with laws or government rules or regulations applicable to Client's final product(s).

To the extent the Deliverables include any word, symbol, logo, or other content used to designate Client as the source of goods or services ("Trademarks"), Client shall have sole responsibility for ensuring that Trademarks do not infringe the rights of third parties, and Client shall indemnify, save, and hold harmless Designer 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 Client's failure to obtain trademark clearance or permissions, for use of Trademarks.

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

25. 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.

25. Acceptance of Terms

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

CONSENTED AND AGREED TO:

Designer's signature/date

Authorized signature/date

Client's name and title