

GRAPHIC DESIGNER'S ESTIMATE & CONFIRMATION FORM (Front) [Designer's Letterhead]



Remove all language in italics before using this form.

TO

Date _____

Commissioned by _____

Assignment Number _____

Client's Purchase Order Number _____

ASSIGNMENT DESCRIPTION

Delivery Date *[predicated on receipt of all materials to be supplied by Client]*

Materials Supplied by _____

Assignment Number _____

Fee _____

FEE PAYMENT SCHEDULE

BUYER SHALL REIMBURSE ARTIST FOR THE FOLLOWING EXPENSES

Illustration _____	Toll Telephone Calls _____	Copies _____
Printing <i>[if brokered by Designer]</i> _____	Materials & Supplies _____	Other Expenses _____
Photography _____	Transportation & Travel _____	SUBTOTAL _____
Client's Alterations _____	Messengers _____	SALES TAX _____
Models & Props _____	Shipping & Insurance _____	TOTAL _____

RIGHTS GRANTED (Check one box only):

Usage Rights Granted: Buyer purchases the following exclusive rights for usage of final art delivered to Buyer:

Title or Product *[name]* _____

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

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

Geographic Area *[if applicable]* _____

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

Time Period *[if applicable]* _____

Any usage rights not exclusively granted are reserved to the Designer. Usage beyond that granted to the Client herein shall require payment of an additional fee in the amount of Designer's standard licensing fee for such usage, subject to all terms. Any grant of rights is conditional upon receipt of full payment. Upon receipt of full payment, Designer shall deliver digital files necessary to enable Client's usage rights granted herein. 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.

OR

Ownership Transferred

Upon Designer's receipt of all payments due, Designer hereby assigns to Client all rights, title, and interest, including copyright, in and to the final Deliverables and, if requested, Designer shall provide digital files comprising the Deliverables. Designer retains all rights, including copyrights, in and to preliminary sketches and alternative designs not selected by Client. 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.

GRAPHIC DESIGNER'S ESTIMATE & CONFIRMATION FORM (Back)

TERMS

1. Time for Payment

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

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. Changes

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

5. Expenses

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

6. Cancellation

In the event of cancellation of this assignment, ownership of all copyrights and the original artwork shall be retained by the Designer, and a cancellation fee for work completed, based on the contract price and expenses already incurred, shall be paid by the Client.

7. Ownership and Return of Artwork

The Designer retains ownership of all originals and copies of the artwork, whether preliminary or final, and the Client shall return such artwork, including digital media, and shall permanently delete all digital copies thereof, within 30 days of use unless indicated otherwise below:

8. Credit Lines

The Designer and any other creators shall receive 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:

9. Releases

The Client shall indemnify the Designer 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.

10. Modifications

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

11. Alterations

Any electronic alteration of artwork or graphic design comprising the Designer's work products (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.

12. Warranty of Originality

The Designer warrants and represents that, to the best of his/her knowledge, the final work products delivered hereunder 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 or, if previously published, 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 final work products prepared by the Designer do 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 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.

13. 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 final work products include any word, symbols, logos 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.

14. 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.

15. 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