

SURFACE PATTERN DESIGNER'S ESTIMATE & CONFIRMATION FORM (FRONT)



[Designer's Letterhead]

Remove all language in italics before using this form.

CLIENT / COMPANY CONTACT NAME: _____ DATE: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Client / Company Contact Info: Work Phone: (____) _____ Fax: (____) _____ Cell: (____) _____

E-mail Address: _____

Description of design services Commissioned

Collection / Design Title: _____

End-Use(s) & Brief Description(s): _____

Lead Repetitive Design: Repeat Type | Size: _____ | _____

Coordinate Design #1: Repeat Type | Size: _____ | _____ Coordinate Design #2: Repeat Type | Size: _____ | _____

Coordinate Design #3: Repeat Type | Size: _____ | _____ Coordinate Design #4: Repeat Type | Size: _____ | _____

Lead Engineered Design: Size(s): _____ Lead Placement Print: Size(s): _____

ESTIMATED FEES

Croquis / Concepts: 8.5" x 11" / Hand Rendered / CAD Lead Design: \$ _____ Coordinates: Qty.: _____ @ \$ _____ each

B&W Development (Upon approval of above croquis/concept as applicable):

Repeat Development: Lead Design: \$ _____ Coordinate #1: \$ _____ Coordinate #2: \$ _____ Coordinate #3: \$ _____

Engineered Design: _____ Placement Print: _____

Design Completion (Upon approval of B&W Repeat & Full-Color, Hand-Rendered / CAD Technique Sample as applicable per above. Full-Color, Hand-Rendered / CAD Engraving Area):

Repeat Development: Lead Repetitive Design: \$ _____ Coordinate #1: \$ _____ Coordinate #2: \$ _____ Coordinate #3: \$ _____ Coordinate #4: \$ _____

Lead Engineered Design: _____ Lead Placement Print: _____

Colorways / CAD: Lead Repetitive Design: \$ _____ Coordinate #1: \$ _____ Coordinate #2: \$ _____ Coordinate #3: \$ _____ Coordinate #4: \$ _____

Lead Engineered Design: _____ Lead Placement Print: _____

Other: _____

Special Instructions / Comments: _____

Due Date(s): _____

SURFACE PATTERN DESIGNER'S ESTIMATE & CONFIRMATION FORM (BACK)

TERMS

1. Time for Payment

Because the major portion of the above work (the "Project") represents labor, all invoices are payable 15 days net. A 1 1/2% monthly service charge is payable on all unpaid balances after this period.

2. Default of Payment

The Client shall pay all costs, including attorneys' fees, incurred by the Designer and/or Designer's Agent necessitated by default in payment.

3. Estimated Prices

Prices shown above are minimum estimates only. Final prices shall be shown on the invoice.

4. Payment for Changes

Client shall be responsible for making additional payments for changes requested by Client in original assignment.

5. Expenses

Client shall be responsible for payment of all out-of-pocket expenses rising from assignment, including but not limited to mailings, messengers, shipping charges, and shipping insurance.

6. Sales Tax

Client shall assume responsibility for all sales taxes, if any, due on this Project.

7. Ownership

Upon completion of the Project and on condition of the Designer's receipt of all payments due, Designer hereby assigns to Client all rights, title, and interest, including copyright, in and to the final creative work, and, if requested, Designer shall provide to Client originals of the final creative work and/or digital files comprising the final creative work.

Once creative work has entered the marketplace, Designer retains the right to display all work created by Designer for this project, including preliminary designs and final creative work, in Designer's portfolio, including print and digital versions, provided the client is appropriately identified therewith. Designer retains all rights, including copyrights, in and to preliminary sketches and alternative designs not selected by Client.

8. Cancellation Fees

Work canceled by the Client while in progress shall be compensated for on the basis of completed work at the time of cancellation, and Designer shall retain all rights, including copyrights, in the creative work, whatever its stage of completion. Where Designer creates other derivative works based on Client's pre-purchased designs and/or company archives, a labor fee will be charged, and Client shall destroy all copies and/or permanently delete all digital copies of such derivative works.

9. Insuring Artwork

The Client agrees when shipping creative work to provide insurance covering the fair market value of the artwork.

10. Warranty of Originality

The Designer warrants and represents that to the best of Designer's knowledge, except with respect to content provided by Client, the creative work assigned to Client hereunder is original and has not been previously published, or that consent has been obtained through the undersigned from third parties for use of the creative work by Client on an unlimited basis; that the Designer has full authority to make this Agreement; and that the creative work prepared by the Designer does not contain any scandalous, libelous, or unlawful content. This warranty is limited to the creative work in the form created by the Designer and does not extend to any changes, derivatives, or other adaptations made to the work by the Client or third parties.

11. 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.

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.

13. ACCEPTANCE OF TERMS

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

Consented and agreed to:

Client / Company Contact Authorized Signature: _____

Title: _____ Date: _____

Agent / Representative Name: _____ Date: _____

Designer's Signature : _____ Date: _____