

# SURFACE PATTERN DESIGNER'S HOLDING FORM

[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: \_\_\_\_\_

## NUMBER OF DESIGNS HELD

Design #: \_\_\_\_\_

Design #: \_\_\_\_\_

Title / Description: \_\_\_\_\_

Title / Description: \_\_\_\_\_

Price: \_\_\_\_\_

Price: \_\_\_\_\_

Design #: \_\_\_\_\_

Design #: \_\_\_\_\_

Title / Description: \_\_\_\_\_

Title / Description: \_\_\_\_\_

Price: \_\_\_\_\_

Price: \_\_\_\_\_

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Design #: \_\_\_\_\_

Title / Description: \_\_\_\_\_

Title / Description: \_\_\_\_\_

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Design #: \_\_\_\_\_

Title / Description: \_\_\_\_\_

Title / Description: \_\_\_\_\_

Price: \_\_\_\_\_

Price: \_\_\_\_\_

Price: \_\_\_\_\_

Price: \_\_\_\_\_

The submitted designs are original and protected under the copyright laws of the United States, Title 17 United States Code. These designs are submitted to you in confidence and on the following terms:

### 1. Ownership and Copyrights

You agree not to copy, including digitally or photographically, or modify directly or indirectly any of the creative work held by you, nor permit any third party to do any of the foregoing.

All creative work, digital media, and photographs developed from these designs, including the copyrights therein, remain my property and must be returned to me unless the creative works are purchased by you. Any transfer of rights is conditional upon receipt of full payment.

### 2. Responsibility for Creative Work

You agree to assume responsibility for loss, theft, or any damage to the designs while they are being held by you. It is agreed that the fair market value for each design is the price specified above.

### Consented and agreed to:

### 3. Holding of Creative Work

You agree to hold these designs for a period not to exceed \_\_\_\_\_ working days from the above date. Any holding of creative work, including digital media, beyond that period shall constitute a binding purchase of a nonexclusive license to reproduce the work at the price specified above. You further agree not to allow any third party to hold any creative work unless specifically approved by me.

### 4. 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.

### 5. ACCEPTANCE OF TERMS

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

Client / Company Name \_\_\_\_\_ Client / Company Contact Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Designer's Signature \_\_\_\_\_ Date \_\_\_\_\_