

Project Agreement: General Policies

AGREEMENT as of the ____ day of _____, 20 __, between _____
(hereinafter referred to as the “Client”), located at _____,

and **No Limits Gallery** (hereinafter referred to as the “Designer”), located at 215 S. Brea Blvd., Brea, California, with respect to the creation and licensing of Multiple Designs (hereinafter referred to as the “Project”).

WHEREAS, the Designer is a professional designer of good standing;
WHEREAS, the Client wishes to develop the Project in furtherance of the Client’s activities; and
WHEREAS, the Designer wishes to create such a Project for Client;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter set forth and other valuable considerations, the parties hereto agree as follows:

Description. The Designer agrees to create multiple Designs to be delivered electronically in the form of digital files.

Project Requirements. All text and images related to the Project must be supplied to the Designer prior to commencement of the Project.

Grant of Rights. Upon receipt of full payment, Designer grants to the Client the exclusive rights in the Designs:

for use in an unlimited territory;
for use in an unlimited time.

Reservation of Rights. All rights not expressly granted hereunder are reserved to the Designer, including but not limited to all rights in sketches, illustrations, photography, comps, or other preliminary materials created by the Designer.

Start-up Fee. 10% of the Project fee is due prior to starting the Project.

Expenses. Client agrees to reimburse the Designer for all expenses of production as well as related expenses including but not limited to illustration, travel, models, props, and telephone.

Payment. Client agrees to pay the Designer within thirty (30) days of the date of delivery of the Designs. In the event that work is postponed at the request of the Client, the Designer shall have the right to bill pro rata for work completed through the date of that request, while reserving all other rights under this Agreement. Overdue payments shall be subject to interest charges of ten percent (10%) monthly.

Revisions. The Designer shall have the first opportunity to make revisions requested by the Client. The Client has two (2) opportunities to review the Design and request revisions due to a fault on the part of the Designer. Revisions not the fault of the Designer will be charged at the agreed-upon hourly fee.

Extension of Regular Hours/Days of Work. Work requested by the Client that requires an extension of the Designer’s regular workday (9 a.m. to 6 p.m.) will be charged at 150% of the Designer’s regular hourly rate and will be done at the Designer’s option. Work requested by the Client that requires an extension of the Designer’s regular workweek (Monday through Friday) will be charged at 200% of the Designer’s regular hourly rate and will be done at the Designer’s option.

Cancellation. In the event of cancellation of a Project by the Client, a termination fee shall be charged to the Client as follows:

Cancellation for any reason prior to the Designs being turned in: a percent of the total fee equal to the percent of work completed on the Design

(b) Cancellation for any reason after the Designs are turned in: 100% of the total fee. In the event of a cancellation, the Designer shall own all rights in the Designs. The billing upon cancellation shall be payable within thirty days of 1) the Client's written notification to terminate the project, or 2) delivery of the Designs, whichever occurs sooner.

Ownership and Return of Designs. Upon Designer's receipt of full payment, the digital files delivered to the Client shall become the property of the Client.

Releases. The Client agrees to indemnify and hold harmless the Designer against any and all claims, costs, and expenses, including attorney's fees, due to materials included in the Designs at the request of the Client for which no copyright permission or privacy release was requested or uses which exceed the uses allowed pursuant to a permission or release.

Arbitration. All disputes arising under this Agreement shall be submitted to binding arbitration and settled in accordance with the rules of the American Arbitration Association. Judgment upon the arbitration award may be entered in any court having jurisdiction thereof. Disputes in which the amount at issue is less than \$2500.00 shall not be subject to this arbitration provision.

Miscellany. This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, and personal representatives. This Agreement constitutes the entire understanding between the parties. Its terms can be modified only by an instrument in writing signed by both parties, except that the Client may authorize expenses or revisions orally. A waiver of a breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first set forth above.

Designer	
_____	by _____
Company Name	Authorized Signatory, Title
 Client	
_____	by _____
Company Name	Authorized Signatory, Title