



## GRAPHIC DESIGN ESTIMATE & CONFIRMATION FORM

TO: \_\_\_\_\_

Date \_\_\_\_\_

Commissioned by \_\_\_\_\_

Assignment number \_\_\_\_\_

### ASSIGNMENT DESCRIPTION:

Delivery date \_\_\_\_\_

(predicated on receipt of all materials to be supplied by Client)

Materials supplied by \_\_\_\_\_

FEE \$ \_\_\_\_\_

### ESTIMATED EXPENSES:

The Client shall reimburse the Designer for all expenses. Expense amounts are estimates only.

Illustration	\$	Printing	\$
Photography	\$	Client's alterations	\$
Stock art	\$	Proof output & copies	\$
Models & props	\$	Transportation & travel	\$
Materials & supplies	\$	Shipping & insurance	\$
Prepress services	\$	Other expenses	\$
		<b>TOTAL EXPENSES</b>	<b>\$</b>

**TOTAL ESTIMATED COST OF PROJECT (FEE PLUS + EXPENSES):** \$ \_\_\_\_\_

### FEE PAYMENT SCHEDULE:

### RIGHTS TRANSFERRED

The Designer transfers to the Client the following exclusive rights of usage.

Title or product \_\_\_\_\_

Category of use \_\_\_\_\_

Medium of Use \_\_\_\_\_

Edition (if book) \_\_\_\_\_

Geographic area \_\_\_\_\_

Time period \_\_\_\_\_

Any usage rights not exclusively transferred are reserved to the Designer. Usage beyond that granted to the client herein shall require payment of a mutually agreed upon additional fee subject to all terms. Any transfer of rights is conditional upon receipt of full payment.

**TERMS:**

**1. TIME FOR PAYMENT**

All invoices are payable within 30 days of receipt. A 1.5% 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 increase 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 in 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 original artwork, whether preliminary or final, and the Client shall return such artwork 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 the 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. WARRANTY OF ORIGINALITY**

The Designer warrants and represents that, to the best of his/her knowledge, the work assigned hereunder is original and has not been previously published, or that consent to use has been obtained on an unlimited basis; 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 on an unlimited basis; 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 unlawful matter. This warranty does not extend to any uses that the Client or others may make of the Designer's product 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 use of the Designer's product to the extent such use infringes on the rights of others.

**12. 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 which 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.

**13. DISPUTE RESOLUTION**

Any disputes in excess of \$2,500 (maximum limit for small claims court) arising out of this Agreement shall be submitted to binding arbitration before a mutually agreed upon arbitrator pursuant to the rules of the American Arbitration Association. The Arbitrator's award shall be final, and judgment may be entered in any court having jurisdiction in the State of Arizona. The Client and the Designer shall pay all arbitration and court costs, reasonable attorney's fees, and legal interest on any award of judgment in favor of the other.

**14. ACCEPTANCE OF TERMS**

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

**CONSENTED AND AGREED TO:**

date \_\_\_\_\_

designer's signature \_\_\_\_\_

client's signature \_\_\_\_\_

client's name and title (printed) \_\_\_\_\_

