

44OZ DESIGN – GRAPHIC DESIGN CONTRACT

This contract with all signatures, dates, and content all belong to 44oz Design / 44oz Productions. If found please contact us at 480.570.2813/ PO Box 2954, Chandler, AZ 85244

Contact Information

(Date) _____ 20____
(Name Printed) _____ (Signed) _____
(Company/Client) _____
(Address) _____ (Unit) _____
(City) _____ (State) _____ (Zip Code) _____
(E-Mail Address) _____
(Present WWW URL -if any) _____

Description of assignment:

Full Page Design (8.5" X 11") _____	Brochure _____
Half Page Design (8.5" X 5.5") _____	Banner _____
Flyer Card (5.5" X 4.5") _____	Business Card _____
Vehicle Wrap _____	Other _____

Use: _____

Description of materials to be supplied by (you) client: _____

Description of materials to be supplied by (us) 44oz Design: _____

Materials to be supplied by: _____ 20_____

Initial version of works starts after all materials are received. Due dates, milestone dates, and early-completion reward dates mentioned shall be delayed by the number of days by which the materials supplied by client are late.

Rights Allocation

The material transferred can be used only for the purposes stated below. All other use(s) and modification(s) is (are) prohibited. All rights not transferred remain the property of 44oz Design. Usage beyond the granted to the client herein shall require payment of mutually agreed upon additional 'Reuse Fee' subject to all terms. Reuse Fee shall be determined by 44oz Design at time of violation. Rights to artwork, final, and initial versions are property of 44oz Design and shall be used at anytime for the rights of



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advertisement, propagation, and any other necessary use. Federal law does prohibit slander and will be upheld to the full extent of the law.

Reproduction Rights.

Any reproduction of materials, designs, and (or) final products will result in contract contradiction. You have no rights in which to reproduce without consent of 44oz Design of any materials or final products.

Production Schedule

Milestone	Due Date	Payment Due
Contract Signing	_____	\$ _____
Delivery of Design Comps	_____	\$ _____
Acceptance of Design Comps	_____	\$ _____
Delivery of Initial Version	_____	\$ _____
Acceptance of Initial Version	_____	\$ _____
Delivery of Final Version	_____	\$ _____
Acceptance of Final Version	_____	\$ _____
	Total	\$ _____

Expedited Bonus

In the scenario that 44oz Design needs to have a project/ product finished in a expedited time I will pay a bonus of \$_____.

Estimated Due Date: _____ 20_____

Terms and Conditions:

1. **Time for Payment**
Payment is due at each milestone due date as noted in the Production Schedule. All invoices for billable expenses are payable within thirty (30) days of receipt. A \$15 fee will be assessed to any delinquent bill that surpass the 30 day grace period as well as a 5% monthly service charge fee.
2. **Default in Payment**
The client shall assume responsibility for all collection of legal fees necessitated by default in payment.
3. **Estimates**
If this form is used for an estimate or assignment proposal, the fees and Billable expenses shown are minimum expenses only. Final fees and Billable 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 twenty percent (20%) or more.
4. **Billable Expenses**
The client shall reimburse 44oz Design for all direct and indirect billable expenses arising from this assignment, regardless of whether the assignment is cancelled or terminated. Billable expenses include but are not limited to costs of commissioning images or subcontracting talent, software or run-time license costs, the payment of any sales tax due on this assignment, any travel, research, postage and delivery, photocopying, and storage media expenses. A service charge for any expenses regarding the above mentioned will be included on the final bill and may not be negotiated.
5. **Client's Alterations**
There shall be no charges to the client for revisions or corrections or additions made necessary by errors on the part of 44oz Design. Any other changes requested by the client shall be considered Client's Alterations if they are requested after



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the acceptance of the Initial Version. Any changes and additions not due to the fault of 44oz Design and requested by the client before the approval of the Initial Version are not considered Client Alterations. The client shall be responsible for making additional payments at the rate noted herein for any Client Alterations and any other changes in original assignment requested by the client. However, no additional payment shall be made for changes required to conform to the original assignment description. The client shall offer 44oz Design the first opportunity to make any changes.

6. **Acceptance Procedure**

Unless otherwise noted in Acceptance milestone dates of the Production Schedule, during the Review Period within 5 calendar days of a Delivery, the Client shall either accept the deliverable and make the milestone payment set forth in the Production Schedule, or provide 44oz Design with written notice of any corrections to be made and a suggested date for completion of the corrections which should be mutually acceptable to both 44oz Design and the Client, or provide a written notice of assignment Termination if the work is found not to be reasonably satisfactory. The Client can terminate the assignment only during this Review Period following the Delivery of a milestone deliverable. Any other termination of the Assignment shall be considered a Cancellation subject to the stipulations of Item 7. The contract originator is the only designated person who will send and accept all deliverables and receive and make all communications between 44oz Design and the Client. Neither party shall have any obligation to consider for approval or respond to materials submitted other than through the designated persons listed above.

7. **Cancellation**

The Client may declare the Cancellation of the assignment for reasons not related to assignment Termination defined in Item 6. In the event of Cancellation of this assignment by the Client, any milestone payments made prior to cancellation shall be retained by 44oz Design. In addition, if cancellation is prior to the delivery of the Design Comps, a cancellation fee of fifteen percent (15%) of the balance of the Total payments shall be paid by the Client. If the cancellation is later but prior to the acceptance of a Design Comp, a fee of thirty percent (30%) of the balance of the Total payments shall be paid by the Client. If the cancellation is later but prior to the delivery of the Initial Version, the cancellation fee shall be fifty percent (50%) of the balance of Total payments. If the cancellation is after the delivery of the Initial Version, the cancellation fee shall be one hundred percent (100%) of the balance of all remaining dues. Regardless of when the project is cancelled, all billable expenses already incurred by 44oz Design is liable to pay for shall be paid by the Client in full. In the event of cancellation, 44oz Design retains ownership of all copyrights and any original artwork.

8. **Assignment Termination**

In the event that work in process is found by the client not to be reasonably satisfactory in accordance with the Acceptance Procedures in Item 6, the client may pay a termination fee to terminate the assignment. Any milestone payments made prior to termination shall be retained by 44oz Design. If assignment termination occurs prior to the acceptance of a Design Comp, the client shall pay a rejection fee of ten percent (10%) of the balance of Total payments. If termination occurs after the delivery of the Initial Version, the termination fee shall be twenty percent (20%) of the balance of Total payments. If termination occurs after the acceptance of the Initial Version, the termination fee shall be one hundred percent (100%) of the balance of Total payments. Regardless of when the assignment is terminated, all billable expenses already incurred by 44oz Design is liable to pay for shall be paid by the Client in full. In the event of termination, 44oz Design retains ownership of all copyrights and any original artwork created by 44oz Design.

9. **Ownership and Return of Artwork**

The Client acknowledges and agrees that 44oz Design retains ownership of all original artwork, in any media, including digital files, whether preliminary or final. The Client waives the right to challenge the validity of 44oz Design's ownership of the art subject to this agreement because of any change or evolution of the laws. The Client shall return such artwork within thirty (30) days of use unless indicated otherwise below:

10. **Copy Protection**

The Client must protect all final art which is the subject of this agreement against duplication and alteration.

11. **Credit Lines**

44oz Design 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:

12. **Releases**

The Client shall indemnify 44oz Design against all claims and expenses, including reasonable attorney's fees, due to Client's uses for which no release was requested in writing from 44oz Design or for Client's uses which exceed authority granted by a release by 44oz Design.



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13. **Modifications of the Agreement**

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

14. **Warranty of Originality**

44oz Design warrants and represents that, to the best of its 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 44oz Design has full authority to make this agreement; and that the work prepared by 44oz Design 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 44oz Design's product which may infringe on the rights of others. **CLIENT EXPRESSLY AGREES THAT IT WILL HOLD 44OZ DESIGN HARMLESS FOR ALL LIABILITY CAUSED BY THE CLIENT'S USE OF 44OZ DESIGN'S PRODUCT TO EXTENT SUCH USE INFRINGES ON THE RIGHTS OF OTHERS.**

15. **Limitation of Liability**

Client agrees that it shall not hold 44oz Design or its agents or employees liable for any incidental or consequential damages which arise from 44oz Design'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 44oz Design or a third party.

Furthermore, 44oz Design disclaims all implied warranties, including the warranty of merchantability and fitness for a particular use.

16. **Acceptance of Terms**

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

The total amount of this contract is \$ _____

The undersigned agrees to the terms of this agreement on behalf of his or her organization or business.

On behalf of the client (authorized signature):

_____ Date _____

On behalf of 44oz Design (authorized signature)

_____ Date _____

