

Additional terms & conditions

Work in progress, cancelled by the client, shall require a fee paid which will be based on fees and expenses listed on the agreement, already incurred up to date of cancellation. Work stopped by client may be considered cancelled after 30 days. In the event of cancellation of this assignment, ownership or all copyrights and the original artwork and disks are retained by the designer. Client may not use or appropriate said items or concepts without retaining permission, in the form of a written agreement, from designer.

Upon payment in full, the client shall retain copyright for artwork for this assignment.

Both parties agree that the designer may exhibit artwork for the purposes of self-promotion.

Designer promises that artwork will not be sold or licensed to any party other than the client named in this agreement.

This agreement is subject to current U.S. copyright laws and fair practice laws.

The designer warrants and represents that, to the best of her knowledge, the work generated by the designer is original and has not been previously published or that consent to use has been obtained on an unlimited basis.

Client agrees that it shall not hold 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.

Changes to the agreement must be in writing, except that the client will be obligated to pay fees and or expenses that were orally authorized in order to progress promptly with the work.

Designer transfers the following rights to the client

Client may have full usage of all design work for the promotional and marketing purposes of _____.

These rights are limited to the individual product as well as to the original owners of _____. If _____ or the individual product lines are sold or transferred to another party for any form of compensation, designer will be entitled to _____% of the sale of this product or property.

If items or above listed property created for Client is sold in any manner to another party other than original owners, designer will receive compensation of _____% or \$_____ per unit sold.

agreed by

designer _____ date _____

client _____ date _____

