

Name:
Company:
Address:

Date:

PROJECT CONFIRMATION AGREEMENT

AGREEMENT as of the _____ day of _____, 20____, between _____, located at _____ (hereinafter referred to as the "Client") and _____, located at _____ (hereinafter referred to as the "Designer") with respect to the creation of a certain design or designs (hereinafter referred to as the "Designs").
WHEREAS, Designer is a professional designer of good standing;
WHEREAS, Client wishes the Designer to create certain Designs described more fully herein; and
WHEREAS, Designer wishes to create such Designs;
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:

- 1. Description.** The Designer agrees to create the Designs in accordance with the following specifications:

Project description _____

Number of finished designs _____

Other specifications _____

The Designs shall be delivered in the form of one set of finished [] camera-ready mechanicals [] electronic mechanicals, more fully described as _____

Other services to be rendered by Designer _____

Client purchase order number _____ Job number _____

- 2. Due Date.** The Designer agrees to deliver sketches within _____ days after the later of the signing of this Agreement or, if the Client is to provide reference, layouts, or specifications, after the Client has provided it to the Designer. The Designs shall be delivered _____ days after the approval of sketches by the Client.

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

For use
as _____

For the product or publication
named _____

In the following
territory _____

For the following time
period _____

Other
limitations _____

With respect to the usage shown above, the Client shall have exclusive nonexclusive rights. This grant of rights does not include electronic rights, unless specified to the contrary here _____, in which event the usage restrictions shown above shall be applicable. For purposes of this agreement, electronic rights are defined as rights in the digitized form of works that can be encoded, stored, and retrieved from such media as computer disks, CD-ROM, computer databases, and network servers.

- 4. Reservation of Rights.** All rights not expressly granted hereunder are reserved to the Designer, including but not limited to all rights in sketches, comps, or other preliminary materials created by the Designer.
- 5. Fee.** Client agrees to pay the following purchase price: \$ _____ for the usage rights granted. Client agrees to pay sales tax, if required.
- 6. Additional Usage.** If Client wishes to make any additional uses of the Designs, Client agrees to seek permission from the Designer and make such payments as are agreed to between the parties at that time.
- 7. Expenses.** Client agrees to reimburse the Designer for all expenses of production as well as related expenses including but not limited to illustration, photography, travel, models, props, messengers, and telephone. These expenses shall be marked up _____ percent by the Designer when billed to the Client. At the time of signing this Agreement, Client shall pay Designer \$ _____ as a nonrefundable advance against expenses. If the advance exceeds expenses incurred, the credit balance shall be used to reduce the fee payable or, if the fee has been fully paid, shall be reimbursed to Client.
- 8. Payment.** Client agrees to pay the Designer within thirty days of the date of Designer's billing, which shall be dated as 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 _____ percent monthly.
- 9. Advances.** At the time of signing this Agreement, Client shall pay Designer _____ percent of the fee as an advance against the total fee. Upon approval of sketches Client shall pay Designer _____ percent of the fee as an advance against the total fee.
- 10. Revisions.** The Designer shall be given the first opportunity to make any revisions requested by the Client. If the revisions are not due to any fault on the part of the Designer, an additional fee shall be charged. If the Designer objects to any revisions to be made by the Client, the Designer shall have the right to have his or her name removed from the published Designs.
- 11. Copyright Notice.** Copyright notice in the name of the Designer shall shall not accompany the Designs when reproduced.
- 12. Authorship Credit.** Authorship credit in the name of the Designer shall shall not accompany the Designs when reproduced.

- 13. Cancellation.** In the event of cancellation by the Client, the following cancellation payment shall be paid by the Client: **(A)** Cancellation prior to the Designs being turned in: ____ percent of the fee; **(B)** Cancellation due to the Designs being unsatisfactory: ____ percent of fee; and **(C)** Cancellation for any other reason after the Designs are turned in: ____ percent of fee. In the event of cancellation, the Designer shall own all rights in the Designs. The billing upon cancellation shall be payable within thirty days of the Client's notification to stop work or the delivery of the Designs, whichever occurs sooner.
- 14. Ownership and Return of Designs.** Upon Designer's receipt of full payment, the mechanicals delivered to the Client shall become the property of the Client. The ownership of removable electronic storage media and of original artwork, including but not limited to sketches and any other materials created in the process of making the Designs as well as illustrations or photographic materials such as transparencies, shall remain with the Designer and, if delivered by Designer to Client with the mechanicals, shall be returned to the Designer by bonded messenger, air freight, or registered mail within thirty days of the Client's completing its use of the mechanicals. The parties agree that the value of original design, art, or photography is \$_____, and these originals are described as follows _____
- 15. 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.
- 16. Arbitration.** All disputes arising under this Agreement shall be submitted to binding arbitration before ____ in the following location _____ 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 \$_____ shall not be subject to this arbitration provision.
- 17. 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 _____.

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

Designer _____
Company Name

Client _____
Company Name

By _____

Print Name

By _____
Authorized Signatory, Title

Authorized Signatory, Title