



**BLACKTOP
BRANDING**

Strategic Design & Marketing

STANDARD TERMS OF AGREEMENT AS SET FORTH BY THE GRAPHIC ARTS GUILD

1. Time for Payment. All invoices are payable within ten (10) days of receipt. The final invoice is payable upon receipt of artwork. 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. Estimates/Proposals. If this form is used for an estimate or proposal, the fees and expenses shown are minimum estimates only. Final fees and expenses shall be shown when the invoice is rendered. Client's approval shall be obtained for any increase in fees or expenses that exceed the original estimate by 10% or more.

3. Changes. Client shall be responsible for making additional payments for changes requested by 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.

4. 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 the Deposit to the Designer for payment of said expenses.

5. Cancellation. In the event of cancellation of this assignment, ownership of all copyrights and the original artwork is retained by the designer and a cancellation fee for artwork completed based on the contract price and expenses already incurred, shall be paid by the Client.

6. Ownership of Artwork. The Designer retains ownership of all preliminary original artwork, and the Client shall return preliminary artwork within thirty (30) days of use. The Designer retains all ownership of final art except for usage as described on the reverse.

7. Credit Lines. The Designer and any other creator shall receive a credit line with any editorial coverage.

8. Releases. Client will indemnify 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 which exceed authority granted by a release.

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

10. Arbitration. Any disputes in excess of the maximum of small claims court arising out of this agreement shall be submitted to binding arbitration before the Joint Ethics Committee or a mutually agreed to arbitrator pursuant to the rules of the American Arbitration Association. The arbitrator's award shall be final and judgement upon it may be entered upon it in any court having jurisdiction thereof. The Client shall pay all arbitration and court costs, attorney's fees and legal interest on any judgement or award in favor of the Designer.

11. Acceptance of Terms. The above terms incorporate Article 2 of the Uniform Commercial Code. If not objected to within Ten (10) days, these terms shall be deemed acceptable.

12. Code of Fair Practice. The Client and Designer agree to comply with the provisions of the Code of Fair Practice, a copy of which may be obtained from the Joint Ethics Committee, P.O. Box 179, Grand Central Station, New York, New York 10017.

CONSENTED AND AGREED TO:

PROPOSAL/INVOICE NO:

DESIGNERS SIGNATURE:

DATE:

COMPANY NAME:

AUTHORIZED SIGNATURE:

DATE:

NAME AND TITLE:

11871 Stephanie Lane
Garden Grove, CA 92840
949-584-5669

info@BlacktopBranding.com
www.BlacktopBranding.com