

These are the terms for your protection as well as 'Webfeet Medias' protection.



**A: Webfeet Media** reserves the right to refuse to be a party to any project which, in our judgement, would be illegal, fraudulent, or in some other way, harmful to the best interest of **Webfeet Media** or the community.

**B: Webfeet Media** will do everything in it's power to protect and return safely to you, any and all materials you entrust to us and to safeguard against any loss to you. However, in the absence of gross negligence on our part, we are not responsible for loss, damage, destruction or unauthorized use by others of such property nor are we responsible for the failure of other suppliers or vendors, such as printers, companies or other media.

**C: Webfeet Media** will also make every effort to return to you as promptly as possible all material and property which belong to you or for which you have paid. However **Webfeet Media** will not release to you any property or material which may be owned by others. This includes any photographs, illustrations, music or other such work which is specifically owned by the artist or photographer. Any transfer of ownership or copyright permission can only be signed away by these artists or suppliers directly.

**D: Webfeet Media** retains ownership and copyright of all original work, whether preliminary or final. **Webfeet Media** reserves the right to use any work we may produce for you, which we may use or reproduce in any reasonable way for our marketing needs.

**E:** Any design ideas which are not accepted by you become our property and we will be free to use such work in any way we desire.

**Deposit:** A non-refundable deposit of \$25.00 is to be paid by the buyer to **Webfeet Media** at the signing of this agreement.

**Payment:** All invoices shall be paid within 30 days of receipt and completion of work.

**Changes:** **Buyer** shall make additional payments for changes requested contrary to the original assignment. However, no additional payment shall be made for changes required by **Webfeet Media** to conform to the original assignment. The **Buyer** shall offer **Webfeet Media** first opportunity to make any changes.

**Expenses:** **Buyer** shall reimburse **Webfeet Media** for all expenses arising from the original assignment, including payment of any sales taxes due on this assignment. **Buyer's** approval shall be obtained for any fees or expenses that exceed the original estimate or agreement by 10% or more.

**Cancellation:** In the event of cancellation of this assignment, ownership of all copyrights and original work shall be retained by **Webfeet Media**, and a cancellation fee not to exceed 50% of the work completed, based on the contract price and expenses already incurred, shall be paid by the **Buyer**.

**Releases:** **Buyer** shall indemnify **Webfeet Media** against all claims and expenses, including reasonable attorney's fees, due to uses for which no release was requested in writing or for use which exceeded authority granted by a release. (*refer to C above*). In the event that **Webfeet Media** sustain a loss as a result of a claim, suit or proceeding brought against us as a result of the publication of material which you approved of and authorized us to produce for you, you agree to indemnify us for any losses.

**Buyer signature** \_\_\_\_\_ **Webfeet Media** \_\_\_\_\_

**Date** \_\_\_\_\_