



Sabrina Polk  
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CLIENT \_\_\_\_\_ DATE \_\_\_\_\_  
CONTACT \_\_\_\_\_ PHONE \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
BRIEF JOB DESCRIPTION \_\_\_\_\_  
COST ESTIMATE \_\_\_\_\_ TIME ESTIMATE \_\_\_\_\_

#### TERMS OF ENGAGEMENT

- (1) One half of the total is expected to secure time, and balance is due upon completion of project, unless otherwise stated in this contract. Upon Designer's discretion, finished product may be held until balance is paid in full. If product is released prior to full payment, any unpaid balance will accrue interest at 1.5% per month.
- (2) This form is used as an estimate sheet and for assignment conformation for many different types of creative services. The estimates shown are minimum expenses. The cost for supplies purchased as necessary to complete this project will be added to balance upon completion. Such costs may include but are not limited to art supplies, computer discs, and shipping. Any fees that exceed the original estimate by 10% shall be approved by Client.
- (3) The estimated time to complete this project is based upon representations and beliefs of the Designer. Time estimated is only for creative process and does not, therefore, include time spent communicating with Client, purchasing necessary materials, shipping services, or other activities associated with project.
- (4) Number of proposed designs and edits to such proposals are outlined in this agreement in provided space entitled "Special Instructions / Copyrights". Any design changes requested by Client after approval has been granted on the design may incur additional charges, which the Client will be responsible for paying upon completion of project. In the event that the time for completion of the project exceeds the time estimate by 30%, charges will be assessed accordingly.
- (5) Designer retains all rights to artwork, except those specifically transferred under the terms of this agreement, to any and all proposed sketches, rough drafts, and/or concepts, in any form, resulting from engagement with the Client.
- (6) In the event of cancelation of this agreement, ownership of all rights and the original artwork shall be retained by the Designer and a cancellation fee shall be paid by the Client. The fee will be based upon the price outlined in this agreement and any expenses already incurred by the Designer.
- (7) Client shall indemnify Designer against all claims and expenses, including reasonable attorney fees, due to uses for which no release was requested in writing or for uses which exceed authority granted by a release.
- (8) Modification of the agreement must be written, except that the invoice may include, and the Client shall pay fees or expenses that were verbally authorized in order to progress promptly with the work.
- (9) Any disputes in excess of the maximum limit for small claims court arising out of this agreement shall be submitted to binding arbitration before the Joint Ethics Committee or a mutually agreed arbitrator pursuant to the rules of the American Arbitration Association. The arbitrators' award shall be the final decision, and judgement may be entered into any court having jurisdiction thereof. The Client shall pay all arbitration and court costs, reasonable attorney fees and legal interest on any award judgement in favor of the Designer.
- (10) The Designer and Client agree to comply with the provisions of the Code of Fair Practice, attached hereto as Exhibit A.
- (11) The signatures of both parties shall be evidence of these terms.

#### SPECIAL INSTRUCTIONS / COPYRIGHTS

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CLIENT \_\_\_\_\_

DESIGNER \_\_\_\_\_

DATE SIGNED \_\_\_\_\_

DATE SIGNED \_\_\_\_\_