

Terms of Agreement

1. Advances

The Artist shall receive 25% as an advance against the total fee.

2. Time for Payment

All invoices are payable on receipt of product, with a seven (7) day grace period. A 5% service charge is payable on all overdue balances. The grant or any license or right of copyright is conditioned on receipt of full payment.

3. Default in Payment

The client shall assume responsibility for all collection of legal fees necessitated by default in payment.

4. Ownership

The Artist retains ownership of all original artwork, whether preliminary or final. The Client waives the right to challenge the validity of the Artist's ownership of the art subject to this agreement because of any change or evolution of the law.

5. Cancellation

In the event of cancellation by the Client, the amount charged to the Client as the fee in this invoice has been computed as follows based on the fee originally agreed upon: (A) cancellation prior to the finished art being turned in: 10% of fee, and (B) cancellation due to finished art being unsatisfactory: 20% of fee. In the event of cancellation, the Artist shall own all rights in the Work. The Invoice upon cancellation is payable within seven (7) days of the Client's notification to stop work or the delivery of the finished art, whichever occurs sooner.

6. Alterations

Any electronic alteration of original art (color shift, combination cut and paste, deletion) creating additional art is prohibited without the express permission of the artist. The Artist will be given first opportunity to make any alterations required. Unauthorized alterations shall constitute additional use and will be billed accordingly.

7. Unauthorized Use

The Client will indemnify the Artist against all claims and expenses arising from uses for which the Client does not have the rights or authority to use.

8. Acceptance of Terms

The written agreement of both parties shall evidence acceptance of these terms.