
TERMS

1. Time for Payment

All invoices are due and payable upon receipt and must be paid upon completion of project unless otherwise specified in the contract. 100% of printing costs must be paid prior to submitting your job to print. A 1.5% monthly (18% annual) service charge is payable on all overdue balances. The grant of any license or right of copyright is conditioned upon receipt of full payment.

2. Default in Payment

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

3. Estimates

The fees and expenses shown are minimum estimates only. Final fees and expenses shall be shown when invoice is rendered. The Client's approval shall be obtained for any increases in fees or expenses that exceed original estimate by 10% or more.

4. Changes

The Client shall be responsible for making additional payments for changes requested by the 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 Avoca Designs the first opportunity to make any changes.

5. Expenses

The Client shall reimburse Avoca Designs for all expenses arising from this assignment, including the payment of any sales taxes due on this assignment, and shall advance \$_____ to Avoca Designs for payment of said expenses.

6. Cancellation

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

7. Ownership and Return of Artwork

Avoca Designs retains ownership of all original artwork, whether preliminary or final, and the Client shall return such artwork within 30 days of use unless indicated otherwise below:

8. Credit Lines

Avoca Designs and any other creators shall receive a credit line with any editorial usage. If similar credit lines are to be given with other types of usage, it must be so indicated here:

9. Releases

The Client shall indemnify Avoca Designs against all claims and expenses, including reasonable attorney's fees, due to uses for which no release was requested in writing or for uses that exceed authority granted by a release.

10. Modifications

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

11. Uniform Commercial Code

The above terms incorporate Article 2 of the Uniform Commercial Code.

12. Code of Fair Practice

The Client and Avoca Designs agree to comply with the provisions of the Code of Fair Practice.

13. Warranty of Originality

Avoca Designs warrants that, to the best of our knowledge, the work assigned hereunder is original and has not previously been published, or that consent to use has been obtained on an unlimited basis; that all work or portions thereof obtained through the undersigned from third parties is original or, if previously published, that consent to use has been obtained on an unlimited basis; that Avoca Designs has full authority to make this agreement; and that the work prepared by Avoca Designs does not contain any scandalous, libelous, or unlawful matter. This warranty does not extend to any uses that the Client or others may make of Avoca Designs' product that may infringe on the rights of others. Client expressly agrees that it will hold Avoca Designs harmless for all liability caused by the Client's use of Avoca Designs' product to the extent such use infringes on the rights of others.

14. Limitation of Liability

Client agrees that it shall not hold Avoca Designs or its agents or employees liable for any incidental or consequential damages that arise from Avoca Designs' failure to perform any aspect of the Project in a timely manner, regardless of whether such failure was caused by intentional or negligent acts or omissions of Avoca Designs or a third party.

15. Dispute Resolution

Any dispute in excess of \$5,000 arising out of this Agreement shall be submitted to binding arbitration before a mutually agreed-upon arbitrator pursuant to the rules of the American Arbitration Association. The Arbitrator's award shall be final, and judgement may be entered in any court having jurisdiction thereof. The Client shall pay all arbitration and court costs, reasonable attorney's fees, and legal interest on any award of judgement in favor of Avoca Designs.

16. Acceptance of Terms

The signature of both parties shall evidence acceptance of these terms.

Consented and agreed to

Designer's signature/date _____

Authorized signature/date _____

Client's name and title _____
