

"PROUDLY SERVING  
CLEVELAND'S  
FINEST AGENCIES,  
CORPORATIONS  
& SMALL BUSINESSES  
SINCE 1993!"

Dave  
Potokar  
.com

DESIGNER | CREATIVE DIRECTOR | FOR HIRE

## Terms

### 1. Payment

All invoices are payable within thirty (30) days of receipt. The grant of any license or right of copyright is conditioned on 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 increase in fees or expenses that exceed the 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 the Designer the first opportunity to make any changes.

### 5. 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.

### 6. Cancellation

In the event of cancellation of this assignment, ownership of all copyrights and the Designer's original artwork shall be retained by the Designer, 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

The Designer retains ownership of all original artwork, whether preliminary or final, and the Client shall return such artwork within thirty (30) days of use unless indicated otherwise.

### 8. Copy-Protection

The Client must copy-protect all final art which is the subject of this agreement against duplication or alteration.

### 9. Other Operating Systems Conversions

The Designer shall be given first option at compiling the work for operating systems beyond the original use.

### 10. Alterations

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

### 11. Releases

The Client shall indemnify the 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.

### 12. 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.

### 13. Uniform Commercial Code

These terms incorporate Article 2 of the Uniform Commercial Code.

### 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.

### 14. Arbitration

Any disputes in excess of \$3000 (or 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 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 or judgment in favor of the Designer.

### 15. Acceptance of Terms

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