

Terms of Use Agreement

This agreement must be signed and returned before Skyline Display & Design can schedule or begin the creative process.

Project Title: _____

Project Description: _____

Schedule; Draft 1 by: _____ **Schedule; Final art by:** _____

Copyright Usage: Electronic one time use only, only in context originally agreed upon. All other rights to be negotiated separately.

Fee for Rights Granted: 65% of quoted design time (plus AZ Sales tax of 8.1%, if applicable)

Terms

- 1) Reservation of Rights:** All rights not expressly granted above are retained by Skyline Display & Design, including any electronic rights or usage, and including, but not limited to, all rights in sketches, comps or other preliminary materials. Any use additional to that expressly granted above requires arrangement for payment of a separate fee.
- 2) Revisions:** Revisions may be made only by the Artist at the draft stage. Additional fees will be charged for revisions made after 2 drafts, and for revisions reflecting a new direction to the assignment, or new conceptual input.
- 3) Cancellation and Kill Fees:** Cancellation ("kill") fees are due based on the amount of work completed. Fifty percent (50%) of the final fee is due within 30 days of notification that for any reason the job is canceled or postponed before the final stage. One hundred percent (100%) of the total fee is due despite cancellation or postponement of the job if the art has been completed. Upon cancellation or kill, all rights to the art revert to Skyline Display & Design and all original art must be returned, including sketches, comps, or other preliminary materials.
- 4) Stock Photography and Materials:** Client agrees to provide a proper credit line in the event that stock photography and/or other materials such as Fonts, Film etc. need to be purchased for the completion of the project.
- 5) Payment:** Payment for finished work is due upon acceptance, net thirty (30) days. The Client's right to use the work is conditioned upon receipt of payment within thirty days of acceptance, and upon Client's compliance with the terms of this agreement. A one and one half percent (1.5%) monthly service charge will be billed against late payment.
- 6) Original Art:** Original art remains the property of its respective owner(s) unless otherwise expressed in the agreement.
- 7) Additional Expenses:** If Client does not provide a courier/shipping number in the space provided above, shipping charges will be added to the final invoices. Client agrees to reimburse Skyline Display & Design for the following expenses, if applicable: Messengers \$45; Models \$0; Props \$0; Travel \$0; Telephone \$0; Transport Disks \$20; Transparencies \$150; Film Output \$0
- 8) Permissions and Releases:** The Client agrees to indemnify and hold Skyline Display & Design harmless against any and all claims, costs, and expenses, including attorney's fees, due to materials included in the Work at the request of the Client for which no copyright permission or privacy release was requested, or for which uses exceed the uses allowed pursuant to a permission or release.
- 9) Miscellany:** This Agreement shall be binding upon the parties, their heirs, successors, assigns, and personal representatives. This Agreement constitutes the entire understanding of the parties. Its terms can be modified only by an instrument in writing signed by both parties, except that the Client may authorize expenses or revisions orally. No terms attached to any check for payment under this Agreement can modify the Agreement except under an independent instrument in writing signed by both parties. Any dispute regarding this agreement shall be arbitrated in Phoenix, Arizona under the rules of the American Arbitration Association and the laws of Arizona. A waiver of a breach of any of the provisions of this agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions. This Agreement shall be governed by the laws of The State of Arizona and courts of such state shall have exclusive jurisdiction and venue.

Client Signature / Date

Sales Representative Signature / Date