



Buckhannon, WV 26201
(304) 472-0057

Sample Service Agreement

Client: _____

Project Title: _____

Project Specifications: _____

Copyright Usage: Publication in North America and Countries where needed. Final artwork supplied in digital format as is, will become property of _____. All other rights to be negotiated separately.

Fee for Rights Granted: _____

Unless, on final bill, it is noted that client receives copyright after full payment is made, or rights have been negotiated separately, Angelic Designs remains copyright owner of all artwork.

TERMS

- 1) **Reservation of Rights:** All rights not expressly granted within this contract or on final invoices are retained by Angelic Designs. Including, but not limited to, any electronic rights or usage, all rights in sketches, comps, photos or other preliminary materials. Any use additional to that expressly granted above require arrangement for payment of a separate fee.
- 2) **Revisions:** Revisions to be made only by Angelic Designs at the sketch stage. Additional fees will be charged for revisions made after the first accepted comps, 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 estimate is due within 15 days of notification that for any reason the job is canceled or postponed before the final stage. One hundred percent (100%) of the total current 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 the Angelic Designs and all original art must be returned, including sketches, comps, or other preliminary materials.
- 4) **Credits and Copies:** A credit line is not suitable for some projects. In projects where it is suitable text should read: Custom Designed by Angelic Designs. Client agrees to provide Angelic Designs with five (5) sample copies of any printed material. Angelic Designs retains the right to display artwork in portfolios and promotional use.
- 5) **Payment:** 50% Deposit of initial estimate is required to begin project. Fee Schedule to be negotiated on two week basis during progress. Payment for finished work is due upon completion, net fifteen (15) days. The right to use the work is conditioned upon receipt of payment within fifteen days of acceptance, and upon compliance with the terms of this agreement.
- 6) **Original Art:** Original art remains the property of the Angelic Designs unless otherwise expressed in the agreement or noted on final invoice. Client is responsible for return of original art in undamaged condition within thirty (30) days of first reproduction.
- 7) **Additional Expenses:** If Client does not provide a courier/shipping number in the space provided below; shipping charges will be added to the final invoice. Client agrees to reimburse Angelic Designs for the following expenses: Additional Shipping (dependant upon job); Stock Art \$5 ea.; Stock Photos \$15 ea.; Custom Photography \$35.00 per hour + supplies needed; Transport Zip Disk \$20.; CD-R \$5; Floppy Disk \$1.00.

- 8) Permissions and Releases:** The Client agrees to indemnify and hold Angelic Designs 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. Only an instrument in writing signed by both parties, except that the Client may authorize expenses or revisions orally or by E-mail, can modify its terms. No terms attached to any check for payment under this Agreement can modify the Agreement except under and independent instrument in writing signed by both parties. Any dispute regarding this agreement shall be arbitrated in Buckhannon, WV under the rules of the American Arbitration Association and the laws of WV. 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. The laws of the State of West Virginia shall govern this Agreement, and courts of such state shall have exclusive jurisdiction and venue.
- 10) Content, Spelling, and Edits:** All proofing and text content will be final responsibility of Client. Angelic Designs will not be held accountable for any misspellings or inaccurate content. Client agrees to provide compiled edits as per schedule. Revisions will be made within 48-72 hours (unless schedule notes otherwise) of receipt and delivered in PDF format. Time involved will determine final costs on all projects. Client will be notified if there is a significant deviation from estimate before proceeding.
- 11) Final Production:** All design & print projects completed by Angelic Designs abide by these terms. If the client chooses to only have project design services, the designed project will be subject to these terms and Angelic Designs will not be held accountable for misuse, errors, or printing discrepancies once the project has been released to the chosen print provider.

Tentative Schedule: _____

Sketch: _____

Final Art Due: _____

Comp Fee: \$75.00 per comp
Design Fee: \$45.00 per hour
DTP Charge: \$45.00 per hour
Edits: \$40.00 per hour

Estimate Number for Project: _____

ARTIST SIGNATURE / DATE: _____

COMPANY NAME: _____ **PO NUMBER:** _____

CLIENT SIGNATURE / DATE: _____

COURIER / SHIPPING INFO: _____

This agreement must be signed and returned before Angelic Designs can schedule or begin project. All estimates requiring signature and PO number, and invoices delivered at project completion abide by these terms of service.