

RAKANTER CREATIVE

C O N T R A C T I O N A L A G R E E M E N T

1. Payment

A 50% deposit is payable before the start of all projects. All invoices are payable within 21 business days of receipt. A 50 dollar service charge is payable on all overdue balances for reissuing each invoice at 45, 60, 75 and 90 days from the date of original invoice. 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 cost outlays by designer in all collections of unpaid fees and of legal fees necessitated by default in payment. Invoices in default will include but are not limited to fees for collection and legal costs.

3. Estimates

The fees and expenses shown are minimum estimates only unless an hourly fee has been agreed upon. That fee will be \$75.00 per hour and the designer shall keep the client apprised of a tally of hours within a reasonable period of time. Final fees and expenses shall be shown when invoice is rendered. The fees and expenses shown are minimum estimates only unless the quote and/or invoice is clearly marked Firm Quote, otherwise the below stated hourly fee will be payable on all time over that which was quoted with a minimum in 30 minute increments.

4. Changes

The Client must assume that all additions, alterations, changes in content, layout or process changes requested by the customer, will alter the time and cost. The Client shall offer the Designer the first opportunity to make any changes.

5. Cancellation

In the event of cancellation of this assignment, ownership of all copyrights and the original artwork shall be retained by the Designer, and a cancellation fee for work completed, and expenses already incurred, shall be paid by the Client. Cancellation fee is based on the hours submitted, if the project is on an hourly basis or a percentage based on the time estimate for the entire job. A 100% cancellation fee is due once the project has been finished, whether delivered to the client or not. If the project is on an hourly basis the and project is canceled by the client, the client agrees to pay no less than 100% of the hours already billed for the project at the time of cancellation plus a flat fee of 250 dollars or 50% of the remaining hours that were expected to be completed on the project, whichever is greater.

6. Art work usage

The Designer retains the right to use all original artwork, whether preliminary or final for the sake of portfolio presentation. This right of use can be applied to print as well as digital usage on mobile application or web.

7. Modifications

Modifications of the terms of this contract must be written and authorized by both parties, involving the implementation of a new version of the contract as a whole following standard procedures of documentation and approval.

8. Code of fair practice

The Designer warrants and represents that, to the best of his/her knowledge, the work assigned hereunder is original and has not been previously 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 the Designer has full authority to make this agreement; and that the work prepared by the Designer 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 the Designer's product that may infringe on the rights of others. Client expressly agrees that it will hold the Designer harmless for all liability caused by the Client's use of the Designer's product to the extent such use infringes on the rights of others.

9. Limitation of liability

Client agrees that it shall not hold the Designer or his/her agents or employees liable for any incidental or consequential damages that arise from the Designer's failure to perform any aspect of the project in a timely manner, regardless of whether such failure was caused intentional or negligent acts or omissions of the Designer or Client, any client representatives or employees, or a third party.

CLIENT _____ ART DIRECTOR _____ WITNESS _____

DATE _____ DATE _____ DATE _____