

Terms and Conditions

1. Time for Payment

All invoices are payable within thirty (30) days of receipt. A 1.5% monthly service charge is payable on all overdue balances. 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. Fees and Expenses

Lauren Smith will provide an estimate of fees and expenses before the project begins. These are estimates only. Final fees and expenses shall be shown when the invoice is rendered. The Client's approval shall be obtained for any increase in fees or expenses that exceeds the original estimate by fifteen percent (15%) or more. The Client shall reimburse Lauren Smith for all expenses arising from this assignment, including payment of any sales taxes due on this assignment, and shall advance fifty percent (50%) of the estimates fees and expenses for payment of said expenses.

4. Changes

The Client shall be responsible for making additional payments for changes requested by the Client in the original assignment. However, no additional payment shall be made for changes required to conform to the original assignment description. The Client shall offer Lauren Smith 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 Lauren Smith and a cancellation fee of no less than, but not limited to, fifty percent (50%) of the original estimate for work completed shall be paid by the client.

6. Ownership of Artwork

Lauren Smith agrees to transfer ownership to the Client of any and all artwork created by Lauren Smith on behalf of the Client. This does not apply to artwork commissioned on the Client's behalf from third party sources. In these cases, ownership of the artwork is retained by the creator unless other arrangements are made in writing. Lauren Smith will not be responsible for unauthorized use of commissioned artwork by the Client.

7. Releases

The Client shall indemnify Lauren Smith 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.

8. Modifications

Modifications 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.

9. Uniform Commercial Code

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

10. Code of Fair Practice

The Client and Lauren Smith agree to comply with the provisions of the Code of Fair Practice, a copy of which can be obtained from the Joint Ethics Committee, P.O. Box 179, Grand Central Station, New York, New York, 10017.

11. Warranty of Originality

Lauren Smith warrants and represents that, to the best of our knowledge, the work assigned hereunder is original and has not been previously published, or that consent to use has been obtained; 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; that Lauren Smith has full authority to make this agreement; and that the work prepared by Lauren Smith 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 this product which may infringe on the rights of others. Client expressly agrees that it will hold Lauren Smith harmless for all liability caused by the Client’s use of this product to the extent such use infringes on the rights of others.

12. Limitation of Liability

Client agrees that it shall not hold Lauren Smith or our agents or employees liable for any incidental or consequential damages which arise from Lauren Smith’s 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 Lauren Smith or a third party.

13. Dispute Resolution

Any disputes in excess of \$1500 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 judgment 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 judgment in favor of Lauren Smith.

14. Acceptance of Terms

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

Consented and agreed to:

Date

Project

Client

Authorized signature for designer

Name and title

Authorized signature for client

Name and title