

# Illustrated Voice Terms and Conditions Agreement

Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between (Company) \_\_\_\_\_, at

(hereinafter referred to as the "Client") and Illustrated Voice, at P. O. Box 181373, Arlington, TX 76096. (hereinafter referred to as the "Designer") with respect to the creation of a certain design or designs (hereinafter referred to as the "Designs"). Whereas, Designer is a professional designer of good standing; Whereas, Client wishes the Designer to create certain Designs; and Whereas, Designer wishes to create such Designs; Now, Therefore, in consideration of the foregoing premises and the mutual covenants hereinafter set forth and other valuable considerations, the parties hereto agree as follows:

- 1. Description.** The Designer agrees to create the Designs in accordance with the specifications outlined in the Job Sheet for each project that is booked with the Designer. The Designs shall be delivered in the form of one set of finished camera-ready mechanicals or electronic mechanicals.
- 2. Grant of Rights.** The Designer retains rights to show in printed or electronic portfolios, all drawings, artwork, and other visual presentation materials. All preliminary concepts and visual presentations produced by the Designer remain the property of the Designer and may not be used by the Client without written permission. Final artwork and concepts may not be given to other artists to alter, reproduce or post online in any way without express permission from an Illustrated Voice representative. We do not release editable artwork for other designers to use. The Designer will retain all artwork, drawings, and other visual presentation materials for which reproduction rights have been granted and the Client shall have reasonable access to all such materials for the purpose of review. We WILL pursue litigations to protect the integrity of Illustrated Voice's designers. After final payment, you own your finished product but we reserve the rights to the 'ingredients' used to create your images including fonts, illustrations (unless custom ordered) patterns, stock art, textures, color combos & shapes and we reserve the right to use the finished piece(s) for our "work" portfolio in digital and in print.
- 3. Ownership of Designs.** Upon Designer's receipt of full payment, the mechanicals delivered to the Client shall become the property of the Client. The ownership of removable electronic storage media and of original artwork, including but not limited to sketches and any other materials created in the process of making the Designs as well as illustrations or photographic materials such as transparencies, shall remain with the Designer.
- 4. Reservation of Rights.** All rights not expressly granted hereunder are reserved to the Designer, including but not limited to all rights in sketches, comps, or other preliminary materials created by the Designer.
- 5. Payment.** Client agrees to pay Designer a third of the fee as a deposit against the total fee. Upon approval of sketches/concept design, Client shall pay Designer half of the remaining fee, and the balance of the fee upon approval of the final art project. Client agrees to pay the Designer in full before final web site is uploaded, files are provided, or artwork is sent to the printer. In the event that work is postponed at the request of the Client, the Designer shall have the right to bill for work completed through the date of that request, while reserving all other rights under this agreement.
- 6. Returned Checks.** A \$30 fee will be added to checks that are returned for insufficient funds. Subsequent payments must be paid via credit card, money order or cash.
- 7. Revisions.** The Designer shall be given the opportunity to make any revisions requested by the Client. If the revisions are not due to any fault on the part of the Designer, an additional fee shall be charged.
- 8. Approval of Final Artwork.** The Client will proofread and approve all final type before the production of artwork. The e-mail verification of the Client's Representative will be allowed as approval of all artwork, drawings and other items prior to their release for printing, or posting. Illustrated Voice does not offer proofreading, editing or copy writing. NO refunds or reprints are given after a final approved design has gone to print. The printing process can NOT be stopped once a final approval is given.
- 9. Client Flight.** If the Client disappears from the project for 30 days without informing the Designer in writing, we can not guarantee a place in line for design work. The client will have to be worked back into the schedule as time permits. The project will be cancelled for Clients that disappear longer than 90 days without informing the Designer in writing and all initial payments will be forfeited.
- 10. Cancellation.** In the event of cancellation by the Client, the following cancellation payment shall be paid: (A) Designer may retain any initial payment and the Client shall pay the Designer for all hours worked on the Project, up to the date of termination, at Illustrated Voice's standard rates together with all other amounts due. (B) Cancellation due to the Designs being unsatisfactory: 50 percent of fee together with all other amounts will be returned to the client. The Designer shall own all rights to the Designs. The billing upon cancellation shall be payable within thirty days of the Client's notification to stop work.
- 11. Releases.** The Client agrees to hold harmless the Designer against any and all claims, costs, and expenses, including attorney's fees, due to materials included in the Designs, at the request of or submitted by the Client for which no copyright permission or privacy release was granted or uses which exceed the uses allowed pursuant to a permission or release.
- 12. Miscellany.** This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, and personal representatives. This Agreement constitutes the entire understanding between 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. 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 hereof. This Agreement shall be governed by the laws of the State of Texas.

In Witness Whereof, the parties hereto have signed this Agreement as of the date first set forth above. The Client has read and understands the above terms and conditions. I agree with the above statement and understand that these policies apply to each and every job with Illustrated Voice.

By: \_\_\_\_\_

Authorized Signatory, Title