



# Studio One

## Artist

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## Client

R.Sprocket, Esq.  
Friendly Widgets  
401 North Bali  
Fresno, California 94703  
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### Project Title/Description: Is that A Widget in Your Pocket?

3, 4-color spots, plus a 1-page 5-color opener for annual brochure. Brochure is three-fold- 8.5"X11" on Chromelux stock. Art to be converted to transparencies by artist.

**Schedule: Sketch** 02.15.99, **Final Art** 02.29.99

**Copyright Usage:** First time publication in North America only, for period of one-year, electronic one time only rights only in context originally used in printing. All other rights to be negotiated seperately.

**Fee for Rights Granted:** \$2,500 plus CA Sales tax of 8.5%

## TERMS

**1) Reservation of Rights:** All rights not expressly granted above are retained by the Artist, 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 sketch stage. Additional fees will be charged for revisions made after (insert your standard here) sketches, 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 the Artist and all original art must be returned, including sketches, comps, or other preliminary materials.

**4) Credits and Copies:** A credit line suitable to the design of the page will be used. Client agrees to pay an additional fifty percent (50%) of the total fee, excluding expenses, for failure to include credit line. Credit line is required independent of Artist's signature, which shall be included at Artist's discretion unless otherwise agreed in writing above. Client agrees to provide Artist with ten (10) sample copies of any printed material.

**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 two percent (2%) monthly service charge will be billed against late payment.

**6) Original Art:** Original art remains the property of the Artist unless expressed in the agreement. 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 above, shipping charges will be added to the final invoice. Client agrees to reimburse Artist for the following expenses: Messengers \$45; Models \$0; Props \$0; Travel \$0; Telephone \$0; Proofs \$25; Transport Disks \$0; Transparencies \$150; Film Output \$0

**8) Permissions and Releases:** The Client agrees to indemnify and hold the Artist 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 [your city and state here] under the rules of the American Arbitration Association and the laws of [state of arbitration]. 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 [insert name of your state here] and courts of such state shall have exclusive jurisdiction and venue.

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**Artist Signature/Date**

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**Client Contact Signature/Title/Date**

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**Accounts Payable Contact Name/Phone**

This Agreement must be signed and returned before Artist can schedule or begin this job.