



Letter of Agreement

To _____

Date: _____

Job/Invoice# _____

Shipping # _____

IDG Tax ID# 05-0605087

DESCRIPTION

Subject Matter _____

Size _____

Color or B&W _____

Any Relevant production information _____

DUE DATES

Sketch _____ Final _____

COPYRIGHT USAGE

Rights transferred: full usage rights on logo designs, print media usage, internet and/or video advertisement usage.

Duration of usage: Until client ceases to use the design for business use, or one time use by personal designs.

Limitations on media in which used (print rights only, etc.) Copying and/or duplicating any design is prohibited.

Limitations on geographical use: Client may use as needed.

Fee for rights granted: _____

ADDITIONAL INFORMATION

Impact Design Group, LLC

Terms of Business

Due to the nature of graphic design work being custom orders, Impact Design Group, LLC does not offer refunds. We ask that you, the client, look over the proofs carefully and thoroughly, before all orders are sent to print for accuracy, layout, colors and any details that may be requested. If a mistake is made on our part, the inaccuracy will be corrected at no additional charge to the client.

1. Reservation of Rights

All Rights not expressly granted above are retained by Impact Design Group, LLC, 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. Original Art remains the property of Impact Design Group, LLC

2. Revisions

(A) Preliminary Work/Sketches: Impact Design Group, LLC agrees to submit unlimited rough sketches and/or 2 finished sketches for Client's approval. Additional fees will be charged to Client for revisions made after such sketches and for all revisions that reflect a new direction for the assignment or new conceptual input. **(B) Finished Art:** Client agrees to pay Impact Design Group, LLC an additional fee, to be negotiated separately, for changes requested to final art where Client asked Artist to proceed directly to final art. No additional fee shall be billed for changes required to bring final artwork up to original specifications or assignment description. Client agrees to offer Impact Design Group, LLC the first opportunity to make any changes to final artwork.

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. Payment

Payment for finished work is due upon acceptance, net 30 days. The Client's right to use the work is conditioned upon receipt of payment within 30 days of acceptance and upon Client's compliance with the terms of this agreement. An 1 1/2% monthly service charge will be billed against late payments.

5. Permissions and Releases

The Client agrees to indemnify and hold Impact Design Group, LLC 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, and for any likeness to another design.

6. 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 Fredericksburg, VA. Under the rules of the American Arbitration Association and the laws of VA. 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 Virginia and courts of such State shall have exclusive jurisdiction and venue.

Consented and agreed to

Artist's Signature/date _____

Authorized signature/date _____

Buyer's name and title _____

Accounts payable contact name/phone _____
