



## MCCROERY'S+GRAPHICS

### Contract Reference

*Graphics for Customer Name*

Generated:

NAME:

CONTACT:

### ALL GRAPHICS BY MCCROERY'S GRAPHICS 1. PAYMENT

The CLIENT shall pay the COMPANY **50%** of this Sum to the start of the project (s), with the remaining **50%** due upon the COMPANY's final invoice to the CLIENT for project \$100 or more. Any invoice under \$100 must be paid in full. All invoices are payable within 7 business days of receipt of final invoice. A \$50 service charge is payable on all overdue balances without a deposit paid for reissuing each invoice at 5, 10, and 15 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 MCCROERY'S GRAPHICS 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 determined basic of the price sheet of MCCROERY'S GRAPHICS. MCCROERY'S GRAPHICS shall keep the client apprised of a tally of hours within a reasonable period of time, if an hourly agreement is approved. 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 will be offered two complimentary changes to the design work, any changes after the second change will be note on invoice at \$10 per change.

### 5. EXPENSES

The Client shall reimburse MCCROERY'S GRAPHICS for all expenses arising from this assignment, including the payment of any sales taxes due on this assignment, and shall advance MCCROERY'S GRAPHICS for payment of said expenses, including but not limited to Stock Photography, Artwork, and or material needed for the project.

### 6. CANCELLATION

In the event of cancellation of this assignment, ownership of all copyrights and the original artwork shall be retained by MCCROERY'S GRAPHICS, and a cancellation fee for work completed, and expenses already incurred, shall be paid by the Client. Cancellation fee is based on the hours



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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 and the project is cancelled 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 or 50% of the remaining hours that were expected to be completed on the project, whichever is greater.

### 7. OWNERSHIP AND RETURN OF ARTWORK

**MCCROERY'S GRAPHICS retains ownership of all original artwork, whether preliminary or final, and the Client shall return such artwork within 30 days of use unless indicated otherwise below.** If transfer of ownership of all rights is desired, the rates may be increased. If the Client wishes the ownership of the rights to a specific design or concept, these may be purchased at any time for a recalculation of the hourly rate on the time billed or the entire project cost.

### 8. CREDIT LINES

MCCROERY'S GRAPHICS and any other creators shall receive a credit line with any editorial usage. If similar credit lines are to be given with other types of usage, it must be so indicated here.

### 9. RELEASES

The Client shall indemnify MCCROERY'S GRAPHICS against all claims and expenses, including attorney's fees, due to the uses for which no release was requested in writing or for uses that exceed authority granted by a release.

### 10. 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 following standard procedures of documentation and approval.

### 11. UNIFORM COMMERCIAL CODE

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

### 12. CODE OF FAIR PRACTICE

The Client and MCCROERY'S GRAPHICS agree to comply with the provisions of the Code of Fair Practice (which is in the Ethical Standards section of chapter 1, Professional Relationships).

### 13. CODE OF FAIR PRACTICE

MCCROERY'S GRAPHICS 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 MCCROERY'S GRAPHICS has full authority to make this agreement; and that the work prepared by MCCROERY'S GRAPHICS 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



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agrees that it will hold MCCROERY'S GRAPHICS harmless for all liability caused by the Client's use of MCCROERY'S GRAPHICS's product to the extent such use infringes on the rights of others.

### 14. LIMITATION OF LIABILITY

Client agrees that it shall not hold MCCROERY'S GRAPHICS or his/her agents or employees liable for any incidental or consequential damages that arise from the MCCROERY'S GRAPHICS'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 MCCROERY'S GRAPHICS or Client, any client representatives, or employees, or a third party.

### 15. DISPUTE RESOLUTION

Any disputes more than maximum limit for small-claims court 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 cost, reasonable attorney's fees, and legal interest on any award of judgment in favor of MCCROERY'S GRAPHICS. All actions, whether brought by client or by designer will be filed in the designer's state/county of business/residence. This contract is held accountable to the legal system of State Georgia and any applicable statutes held therein. Include the provision below if you plan to exchange this contract over email only.

### 16. ACCEPTANCE OF TERMS

The action of the sending and receipt of this agreement via electronic method will hold both parties in acceptance of these terms. MCCROERY'S GRAPHICS as sender and the client as recipient will acknowledge acceptance of these terms either through an e-mail noting acceptance or acceptance is acknowledged at the beginning of any work on said project. Electronic signatures shall be considered legal and binding.

### SIGNATURES

X

\_\_\_\_\_  
Signed By: Client

X

\_\_\_\_\_  
Date Signed

X

\_\_\_\_\_  
Dorell McCroery  
McCroerys+Graphics Creative Director