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**Design Agreement**

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CLIENT NAME: \_\_\_\_\_  
COMPANY: \_\_\_\_\_  
MAILING ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
E-MAIL: \_\_\_\_\_  
WEBSITE: \_\_\_\_\_

AGREEMENT as of \_\_\_\_\_, 2009, between \_\_\_\_\_, (hereinafter referred to as the "Client"), and Foster Design Studio, with respect to the creation of certain designs (hereinafter referred to as the "Work").

Whereas, Foster Design Studio is a professional design firm of good standing; Whereas, Client wishes Foster Design Studio to create certain Work described more fully herein; and Whereas, Foster Design Studio wishes to create such Work; 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:

DESCRIPTION: Foster Design Studio agrees to create the Work in accordance with the following specifications:  
Work Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ASSIGNMENT OF WORK: Foster Design Studio reserves the right to assign other designers or subcontractors to the Work to ensure quality and on-time completion.

DUE DATES: Foster Design Studio will make every effort to meet agreed upon due dates. The Client should be aware that failure to submit required information or materials may cause subsequent delays in the production. Client delays could result in significant delays in delivery of finished work.

GRANT OF RIGHTS: Upon receipt of full payment, Foster Design Studio grants to the Client non-exclusive rights to the finished Work.

RESERVATION OF RIGHTS: All rights not expressly granted hereunder are reserved to Foster Design Studio, including but not limited to all rights in sketches, comps, photography or other preliminary materials.

PERMISSIONS AND RELEASES: The Client agrees to indemnify and hold harmless Foster Design Studio 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 previous release was requested or uses which exceed the uses allowed pursuant to a permission or release.

PAYMENT: Payment shall be advanced to Foster Design Studio in phases as follows. Work is charged at \$65/hour for Design and Implementation phases and \$25/hour for Groundwork phase. Invoices will be sent in 15 hour increments, until final completion of the project. All payments shall be received with 14 days of receiving the invoice. Late fees past thirty days will be charged at 10% per month.

FEES: Changes in client input or direction or excessive changes will be charged at \$65/hour.

ADDITIONAL SERVICES: Any work which the Client wishes Foster Design Studio to create which is not specified in the DESCRIPTION Section of this agreement will be considered an additional service. Such Work shall require a separate Agreement and payment separate from and above that specified in this Agreement.

CANCELLATION: In the event that Work is postponed or canceled at the request of the Client, Foster Design Studio shall have the right to bill pro rata for work completed through the date of that request, while reserving all rights under this Agreement. If additional payment is due, this shall be payable within thirty days of the Client's notification to stop work. In the event of cancellation, the Client shall also pay any expenses incurred by Foster Design Studio and Foster Design Studio shall own all rights to the Work. The Client shall assume responsibility for all collection of legal fees necessitated by default in payment.

REVISIONS: Foster Design Studio shall be given the first opportunity to make revisions requested by the Client. If the revisions are not due to any fault on the part of Foster Design Studio, such work shall be billed at the hourly rate listed above.

EXPENSES: Client agrees to reimburse Foster Design Studio for any of the following expenses necessary in completion of the Work: (e.g. Fonts, Proofs, Research, Shipping, Software, Stock photography, Travel, Telephone).

COPYRIGHT NOTICE: Copyright notice in Foster Design Studio's name shall be published with the Work.

AUTHORSHIP CREDIT: Authorship credit in the name of Foster Design Studio shall accompany the Work when it is reproduced. If the finished Work is used as a contribution to a magazine or for a book, authorship credit shall be given unless specified to the contrary in the preceding sentence.

OWNERSHIP AND RETURN OF WORK: The ownership of original artwork, including sketches and any other materials created in the process of making the finished Work, shall remain with Foster Design Studio. All such artwork shall be returned to Foster Design Studio within thirty days of the Client's completing its use of the Work.

CODE OF FAIR PRACTICE: The Client and Foster Design Studio agree to comply with the provisions of the Code of Fair Practice, a copy of which may be obtained from the Joint Ethics Committee, P.O. Box 179, Grand Central Station, New York, New York, 10017.

ARBITRATION: Any disputes in excess of \$500 arising out of this Agreement shall be submitted to binding arbitration before the Joint Ethics Committee or a mutually agreed upon Arbitrator pursuant to the rules of the 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 or judgment in favor of Foster Design Studio.

The undersigned agrees to the terms of this agreement on behalf of his or her organization or business. No responsibility will be accepted for digital or photocopied signatures.

On behalf of the Client:

\_\_\_\_\_ Date \_\_\_\_\_

Foster Design Studio:

\_\_\_\_\_ Date \_\_\_\_\_

By: Jessie J. Foster Crnjarich  
Title: President