

AGREEMENT as of the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, between Indie Poster, located at: 14229 Dickens Street, Sherman Oaks CA Suite #5 and the Client \_\_\_\_\_ Located at: \_\_\_\_\_

(hereinafter referred to as the "Client") and, located at \_\_\_\_\_ (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 described more fully herein; and  
WHEREAS, Designer wishes to create such Designs;

**Both parties agree to the following:**

**STEP 1.**

1. Consultation is 100% free to determine the actual cost of for creating art work for the above listed company, person or individual. \_\_\_\_\_ will submit high resolution images for review. If high resolution images are not available the price is subject to increased based on discussions by both Indie Poster and the above listed client.
2. The listed party will accept a contract of agreement of the contents listed on this page to begin the work of creating a movie poster/art work also know as key art.
3. The listed party in this agreement will receive 3 thumbnail proofs in 2 days after High Resolution images have been submitted and agreed upon to be the images that will create the movie poster/artwork.

**STEP 2.**

1. The above listed company or party will choose 1 of 3 thumbnail proofs to become the final poster/artwork to be developed and created as the final product. The listed party may change his or her mind but may incur extra costs for changing thumbnails during the creative process.
2. The above listed party will be given a chance to review the chosen thumbnail and give revisions before the agreed poster/artwork goes into final production.
3. The above listed party will receive a semi final poster/artwork in 3 days after production has started. This period allows the above listed party a chance to refine the final stage but is not permitted to make major changes to the agreed production thumbnail poster/artwork without being subjected to extra charges. Extra charges will be based on a 69 dollar per hour fee until the project is finished.

**STEP 3**

1. Once semi final poster/artwork has been agreed upon and final tweaks have been determined, production on the final movie poster/artwork will begin.
2. Once final poster/artwork has been finished, a water mark version of the finished art work will be delivered to the above listed party.
3. Once final payment has be accepted and cleared, the final digital artwork will be delivered via an FTP client such as You Send it or other types of FTP clients to FTP, digital storage device and email. The above listed client will also receive all digital Photoshop and PDF Files to keep.

Designs shall be delivered in the form of digital files only unless requested by the above client to have the final product printed.

**Grant of Rights.**

Upon receipt of full payment, Designer grants to the Client the following rights in the Designs to use as he or she sees fit.

1. The above listed client also agrees to let Indie Poster use images of completed artwork to further promote the portfolio of Indie Poster and the right to sell the artwork poster/artwork for profit.
2. **Fee.** Client agrees to pay the purchase price and pay sales tax, if required.
3. **Releases.** The Client agrees to indemnify and 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 the Client for which no copyright permission or privacy release was requested or uses which exceed the uses allowed pursuant to a permission or release.
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. **Additional Usage.** If Client wishes to make any additional uses of the Designs, Client agrees to seek permission from the Designer and make such payments as are agreed to between the parties at that time.
6. **Expenses.** Client agrees to reimburse the Designer for all expenses of production as well as related expenses including but not limited to illustration, photography, travel, models, props, messengers, and telephone. These

expenses shall be marked up \_\_\_\_ percent by the Designer when billed to the Client. At the time of signing this Agreement, Client shall pay Designer \$\_\_\_\_\_ as a nonrefundable advance against expenses. If the advance exceeds expenses incurred, the credit balance shall be used to reduce the fee payable or, if the fee has been fully paid, shall be reimbursed to Client.

7. **Payment.** Client agrees to pay the Designer within thirty days of the date of Designer's billing, which shall be dated as of the date of delivery of the Designs. In the event that work is postponed at the request of the Client, the Designer shall have the right to bill pro rata for work completed through the date of that request, while reserving all other rights under this Agreement. Overdue payments shall be subject to interest charges of \_\_\_\_ percent monthly. Project Confirmation Agreement
8. **Advances.** At the time of signing this Agreement, Client shall pay Designer 50 percent of the fee as an advance against the total fee. Upon approval of final product Client shall pay Designer 50 percent of the fee as an advance against the total fee.
9. **Revisions.** The Designer shall be given the first 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. If the Designer objects to any revisions to be made by the Client, the Designer shall have the right to have his or her name removed from the published Designs.
10. **Copyright Notice.** Copyright notice in the name of the Designer o shall o shall not accompany the Designs when reproduced.
11. **Authorship Credit.** Authorship credit in the name of the Designer o shall o shall not accompany the Designs when reproduced.
12. **Cancellation.** In the event of cancellation by the Client, the following cancellation payment shall be paid by the Client: **(A)** Cancellation prior to the Designs being turned in: \_\_\_\_ percent of the fee; **(B)** Cancellation due to the Designs being unsatisfactory: \_\_\_\_ percent of fee; and **(C)** Cancellation for any other reason after the Designs are turned in: \_\_\_\_ percent of fee. In the event of cancellation, the Designer shall own all rights in the Designs. The billing upon cancellation shall be payable within thirty days of the Client's notification to stop work or the delivery of the Designs, whichever occurs sooner.
13. **Ownership and Return of Designs.** Upon Designer's receipt of full payment, the digital files 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 and, if delivered by Designer to Client with the mechanicals, shall be returned to the Designer by bonded messenger, air freight, or registered mail within thirty days of the Client's completing its use of the digital files.
14. **Arbitration.** All disputes arising under this Agreement shall be submitted to binding arbitration before Los Angeles County Courts in the following location Los Angeles California and settled in accordance with the rules of the American Arbitration Association. Judgment upon the arbitration award may be entered in any court having jurisdiction thereof. Disputes in which the amount at issue is less than \$ 500 Dollars shall not be subject to this arbitration provision.
15. **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 California. IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first set forth above.

Designer Indie Poster

Client \_\_\_\_\_

Company Name

Company Name

By \_\_\_\_\_ By \_\_\_\_\_

Authorized Signatory, Title Authorized Signatory, Title