

**BUSINESS AND
LEGAL FORMS**

F O R

**GRAPHIC
DESIGNERS**

FORMS ONLY ON CD-ROM

**TAD CRAWFORD
AND
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ALLWORTH PRESS

New York

Table of Contents

3	Form 1.	Estimate Form for Client, Preliminary Budget and Schedule, and Budget and Schedule Review
4	Form 2.	Proposal Form
6	Form 3.	Credit Reference Form
7	Form 4.	Jobs Master Index
8	Form 5.	Job Sheet
11	Form 6.	Time Sheet
12	Form 7.	Studio Production Schedule
13	Form 8.	Project Status Report
14	Form 9.	Work Change Order Form
15	Form 10.	Estimate Request Form
16	Form 11.	Purchase Order
17	Form 12.	Requisition Form
18	Form 13.	Payables Index
19	Form 14.	Transmittal Form
20	Form 15.	Artwork Log
21	Form 16.	Billing Index
22	Forms 17 and 18.	Invoice Forms
25	Form 19.	Monthly Billing Statements
26	Forms 20 and 21.	Collection Letters
28	Form 22.	Project Confirmation Agreement
30	Form 23.	Contract with Illustrator or Photographer
32	Form 24.	Contract with Printer
36	Form 25.	Designer—Sales Agent Contract
39	Form 26.	Designer's Lecture Contract
41	Form 27.	Licensing Contract to Merchandise Designs
43	Form 28.	Release Form for Models
44	Form 29.	Property Release Form
45	Form 30.	Permission Form (to Use Copyrighted Work)
46	Form 31.	Nondisclosure Agreement for Submitting Ideas
47	Form 32.	Copyright Transfer Form
48	Form 34.	Contract with an Independent Contractor
50	Form 35.	Project Employee Contract
51	Form 36.	Web Site Design Agreement

Note:

Form 33. "Application for Copyright Registration" can be found in a separate directory/folder named FORM_VA.

Estimate Form for Client

Preliminary Budget and Schedule

Budget and Schedule Review

Client _____

Date _____

Project _____

Project No. _____

SCOPE OF WORK	TIME			MONEY		
	Total	Budget	Balance	Total	Budget	Balance
Design Development _____						
Client Meeting						
Concept Planning						
Preliminary Sketches						
Copywriting						
Art Direction						
Illustration						
Photography						
Comprehensive Layouts						
Changes						
Subtotal	_____	_____	_____	_____	_____	_____
Mechanical Production _____						
Typography						
Typography (in-house)						
Hand Lettering						
Graphs and Charts						
Technical Renderings						
Photoprocesses						
Line Art						
Photoprints						
Color Stats						
Color Keys						
Retouching						
Photostats (in-house)						
Photocopying						
Other						
Proofreading						
Finished Mechanicals						
Changes						
Separations/Chromalins						
Bluelines						
Corrections						
Printing						
Printing Supervision						
Fabrication						
Installation						
Subtotal	_____	_____	_____	_____	_____	_____
Miscellaneous _____						
Research Materials						
Stylist						
Models						
Travel						
Local Messengers						
Courier Services						
Toll Calls and Fax						
Subtotal	_____	_____	_____	_____	_____	_____
Total	_____	_____	_____	_____	_____	_____

This is **not** a contract. The information provided is solely for estimating purposes. Fees, expenses, and time schedules are minimum expected amounts only.

By _____

Proposal Form

Client _____ Date _____

Project _____ By _____

Project Description _____

Scope of Work	Schedule	Fees
---------------	----------	------

1. Concept Planning _____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

2. Design Development _____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

3. Mechanical Production _____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Expenses Policy	Schedule of Payment
-----------------	---------------------

Reimbursables with _____ % mark up: _____

Reimbursables at cost: _____

Termination Fee: _____

All information in this proposal is subject to the terms printed on reverse side.
 If these terms and rates meet with your approval and we may begin work, please sign below and return a copy to this office.

_____ Date _____

Company Name

Authorized Signature

Terms

- 1.** Fee quoted includes preliminary _____ sketches; additional sketches are \$ _____ each.
- 2.** Fee quoted includes one set of finished camera-ready mechanicals; changes necessitated by client revisions and/or additions following approvals at each stage (sketches, layout, comps, mechanicals), other than for Designer's error, are billed additionally at \$ _____ per hour.
- 3.** Rights: All rights to the use of the mechanicals transfer to the Client, except as noted:
_____.
- 4.** Ownership of mechanicals transfers to client upon full payment of all fees and costs.
- 5.** All invoices are net due within _____ days.
- 6.** Credit: Unless otherwise agreed, Designer shall be accorded a credit line on all printed material, to read as follows: _____
- 7.** Fees quoted are based on work performed during the course of regular working hours (based on a _____ hour week). Overtime, rush, holiday, and weekend work necessitated by Client's directive is billed in addition to the fees quoted.
- 8.** All fees and costs are estimated. Changes in scope of work and/or project specifications require a revision of the information provided on reverse.
- 9.** The information contained in this proposal is valid for thirty days. Proposals approved and signed by the Client are binding upon the Designer and Client commencing on the date of the Client's signature.
- 10.** The Designer's ability to meet deadlines is predicated upon the Client's provision of all necessary information and approvals in a timely manner.

Credit Reference Form

Company Name _____ Date _____
Address _____ Telephone _____
_____ Contact _____
Length of time in business: _____

Credit Agencies (Name & Address)	Telephone No.	Account No.	Notes
1 _____			
2 _____			
3 _____			

Banks (Name & Address)	Telephone No.	Account No.	Notes
1 _____			
2 _____			
3 _____			

Trade (Name & Address)	Telephone No.	Contact
1 _____		
2 _____		
3 _____		

Personal (Name & Address)	Telephone No.	Notes
1 _____		
2 _____		
3 _____		

By the signature below, authorization and permission is granted to contact the references listed above for the purpose of verifying available credit information on the company and/or individual named above.

Company Name

By: _____ Authorized Signatory

Date: _____

Studio Production Schedule

Client _____ Job Number _____

Job Name _____ Date _____

Item	Dates	Due Dates	To/From	Delivered
Preliminary Meetings	_____	_____	_____	_____
Materials Due (Specs/Copy)	_____	_____	_____	_____
Sketch Presentation	_____	_____	_____	_____
Client Approval	_____	_____	_____	_____
Design Development	_____	_____	_____	_____
Layouts/Comps	_____	_____	_____	_____
Client Approval	_____	_____	_____	_____
Art Direction	_____	_____	_____	_____
Photography	_____	_____	_____	_____
Illustration	_____	_____	_____	_____
Other (Copywriting)	_____	_____	_____	_____
Type Specifications	_____	_____	_____	_____
Mechanicals	_____	_____	_____	_____
Client Approval	_____	_____	_____	_____
Revisions/Corrections	_____	_____	_____	_____
Separations	_____	_____	_____	_____
Printing	_____	_____	_____	_____
Fabrication/Installation	_____	_____	_____	_____
Delivery	_____	_____	_____	_____

Project Status Report

To _____ Project Number _____ Date _____

Copies _____ Project Title _____

Phase	Item	Status	Next Action	Date Due
Preliminaries				
Design Development				
Art Direction				
Layouts				
Mechanicals				
Printing/Fabrication				
Other				

Work Change Order

Client _____

Date _____

Project _____

Project No. _____

Work Change Requested By _____

Stage of work

Sketches _____
Comps _____
Typesetting _____
Mechanicals _____
Prepress _____
Printing/Fabrication _____
Bluelines/Proofs _____
Other (explain) _____

Content Change

Conceptual _____
Copy _____
Illustration _____
Photography _____

Specifications Change

Typography _____
Colors _____
Size _____
Pagination _____
Reproduction _____
Shipping _____
Other (explain) _____

Remarks

This is not an invoice. Revised specifications on work in progress represents information that is different from what the designer based the original project proposal. The following estimated charges in time and cost are approximate.

Estimated Additional Time _____

Estimated Additional Cost _____

Kindly sign and return a copy of this form. The information contained in this work change order is assumed to be correct and acceptable to the client unless the designer is otherwise notified in writing within _____ days of the date of this document.

Approved by _____

Date _____

Purchase Order

Number

Client _____

Date _____

Project _____

Project No. _____

To _____

Schedule: Date Required _____

Regular

Rush

O.T.

Specifications: _____

Ship to _____

Subtotal _____

Tax _____

Shipping _____

Total **_____**

Bill to _____

Ordered by _____

Tel. _____ Ext. _____

Transmittal Form

To _____ From _____

Company _____ Date _____

Project _____ Project Number _____

Copies to _____

For _____

- | | | |
|-----------------------------------|---------------------------------------|---------------------------------------|
| <input type="checkbox"/> Review | <input type="checkbox"/> Files | <input type="checkbox"/> Information |
| <input type="checkbox"/> Approval | <input type="checkbox"/> Distribution | <input type="checkbox"/> As Requested |

Via _____

- | | | |
|---|--|---------------------------------------|
| <input type="checkbox"/> Fax (Number of pages, including transmittal _____) | | |
| <input type="checkbox"/> E-mail | | |
| <input type="checkbox"/> Messenger | <input type="checkbox"/> UPS | <input type="checkbox"/> Inter-Office |
| <input type="checkbox"/> Courier Service (_____) | | |
| <input type="checkbox"/> US Mail (regular) | <input type="checkbox"/> US Mail (express) | |
| <input type="checkbox"/> Freight Forwarder (_____) | | |

Media _____

- | | | |
|--|---------------------------------|-------------------------------|
| <input type="checkbox"/> Paper | <input type="checkbox"/> Slides | <input type="checkbox"/> Film |
| <input type="checkbox"/> Video (3/4") (BETA) (VHS) (PAL) (SECAM) | | |

Digital _____

- | | | |
|--|--|--------------------------------------|
| <input type="checkbox"/> Floppy Disk (Mac) (PC) | <input type="checkbox"/> Zip Disk (Mac) (PC) | <input type="checkbox"/> Video Disk |
| <input type="checkbox"/> Syquest (44) (88) (200) (270) | <input type="checkbox"/> Jaz Disk (Mac) (PC) | <input type="checkbox"/> External HD |
| <input type="checkbox"/> MagnetOptical (156) (230) | <input type="checkbox"/> CD-ROM | <input type="checkbox"/> Other _____ |

Enclosed _____

- | | | |
|--|--|--|
| <input type="checkbox"/> Artwork | <input type="checkbox"/> Comps | <input type="checkbox"/> Mechanicals |
| <input type="checkbox"/> Photographs | <input type="checkbox"/> Color Xeroxes | <input type="checkbox"/> Transparencies |
| <input type="checkbox"/> Blueprints | <input type="checkbox"/> Sepias | <input type="checkbox"/> Mylars |
| <input type="checkbox"/> Typeset Copy | <input type="checkbox"/> Samples | <input type="checkbox"/> Model |
| <input type="checkbox"/> Article | <input type="checkbox"/> Book | <input type="checkbox"/> Promotion Package |
| <input type="checkbox"/> Other (_____) | | |

Disposition _____

- | | | | |
|---------------------------------------|---------------------------------|-------------------------------|-------------------------------------|
| <input type="checkbox"/> Kindly Reply | <input type="checkbox"/> Return | <input type="checkbox"/> Keep | <input type="checkbox"/> Distribute |
|---------------------------------------|---------------------------------|-------------------------------|-------------------------------------|

Remarks _____

All artwork remains the property of the artist with all rights reserved, unless specified otherwise in writing.

Invoice

Date _____

Invoice Number _____

Project Number _____

To _____

Attention _____

Purchase Order No. _____

Project Title _____

Description of Services	Fees/Costs
-------------------------	------------

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Subtotal _____

Tax _____

Total _____

Terms: Kindly remit amount due net _____ days.

All original artwork remains the property of the artist, except as noted: _____

Rights transferred are limited to: _____

All other rights reserved.

Rights specified herein and ownership of mechanicals transfer to client upon full payment of all fees and costs.

Invoice

Date _____

Invoice Number _____

Project Number _____

To _____

Attention _____

Purchase Order No. _____

Project Title _____

Design Development

Client Meetings

Copywriting

Photography

Concept Planning

Art Direction

Illustration

Preliminary Sketches

Comprehensive Layouts

Changes

Design Subtotal _____

Mechanical Production and Reimbursable Expenses

	Rate	Total		Rate	Total
Type Specifications	_____	_____	Proofreading	_____	_____
Typography (out)	_____	_____	Finished Mechanicals	_____	_____
Typography (in)	_____	_____	Changes	_____	_____
AA's	_____	_____	Separations	_____	_____
Hand Lettering	_____	_____	Printing	_____	_____
Graphs and Charts	_____	_____	Printing Supervision	_____	_____
Technical Rendering	_____	_____	Fabrication	_____	_____
Line Art	_____	_____	Installation	_____	_____
Photoprints	_____	_____	Research Materials	_____	_____
Color stats	_____	_____	Stylist	_____	_____
Color Keys	_____	_____	Models	_____	_____
Photoprocessing	_____	_____	Travel	_____	_____
Retouching	_____	_____	Local Messengers	_____	_____
Stats (out)	_____	_____	Courier Services	_____	_____
Stats (in)	_____	_____	Freight	_____	_____
Photocopying	_____	_____	Toll Calls & Fax	_____	_____
Other _____	_____	_____	Production Subtotal (2)	_____	_____
Production Subtotal (1)	_____	_____	Subtotal	_____	_____
			Tax	_____	_____
			Total	_____	_____

See reverse side for terms of agreement.

Terms

Kindly remit amount due net _____ days.

All original artwork remains the property of the artist, except as noted:

Rights transferred are limited to:

All other rights reserved.

Credit line to read as follows:

Rights specified herein and ownership of mechanicals transfer to client upon full payment of all fees and costs.

Statement

Date _____

To _____

Attention _____

Reference _____

Please be advised that payment for the following has not been received as of today's date.

Date of Invoice	Invoice Number	Amount Due
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

We would greatly appreciate your prompt attention and earliest payment possible. Please call if you have any questions or comments about this statement.

Call _____ Telephone Number _____

Signature _____

Second Notice

Date _____

To _____

Attention _____

Reference _____

Statement Date	Date of Invoice	Invoice Number	Amount Due
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Sorry not to have heard from you. This is the second time we have had to contact you about this overdue account.

If you cannot make immediate payment in the full amount, please call right away.

Call _____ Telephone Number _____

Signature _____

Final Notice

Date _____

To _____

Attention _____

Reference _____

This account is now seriously in arrears. We have repeatedly requested payment and have neither received payment nor have we been contacted with an explanation.

We must collect immediately, and, if we are not satisfied within ten days, we have no choice but to turn this account over for collection. Be aware that this process may result in additional legal and court costs to you and may damage your credit rating.

It is not too late to contact us.

Call _____ Telephone Number _____

Signature _____

Project Confirmation Agreement

AGREEMENT as of the ____ day of _____, 20 ____, between _____, 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;

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:

1. Description. The Designer agrees to create the Designs in accordance with the following specifications:

Project description _____

Number of finished designs _____

Other specifications _____

The Designs shall be delivered in the form of one set of finished camera-ready mechanicals electronic mechanicals, more fully described as _____

Other services to be rendered by Designer _____

Client purchase order number _____ Job number _____

2. Due Date. The Designer agrees to deliver sketches within ____ days after the later of the signing of this Agreement or, if the Client is to provide reference, layouts, or specifications, after the Client has provided same to the Designer. The Designs shall be delivered ____ days after the approval of sketches by the Client.

3. Grant of Rights. Upon receipt of full payment, Designer grants to the Client the following rights in the Designs:

For use as _____

For the product or publication named _____

In the following territory _____

For the following time period _____

Other limitations _____

With respect to the usage shown above, the Client shall have exclusive nonexclusive rights.

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. Fee. Client agrees to pay the following purchase price: \$_____ for the usage rights granted. Client agrees to pay sales tax, if required.

6. 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.

7. 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.

8. 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.

- 9. Advances.** At the time of signing this Agreement, Client shall pay Designer ____ percent of the fee as an advance against the total fee. Upon approval of sketches Client shall pay Designer ____ percent of the fee as an advance against the total fee.
- 10. 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.
- 11. Copyright Notice.** Copyright notice in the name of the Designer shall shall not accompany the Designs when reproduced.
- 12. Authorship Credit.** Authorship credit in the name of the Designer shall shall not accompany the Designs when reproduced.
- 13. 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.
- 14. Ownership and Return of Designs.** Upon Designer's receipt of full payment, the mechanicals 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 mechanicals. The parties agree that the value of original design, art, or photography is \$_____, and these originals are described as follows _____
- 15. 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.
- 16. Arbitration.** All disputes arising under this Agreement shall be submitted to binding arbitration before _____ in the following location _____ 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 \$_____ shall not be subject to this arbitration provision.
- 17. 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 _____.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first set forth above.

Designer _____
Company Name

Client _____
Company Name

By _____
Authorized Signatory, Title

By _____
Authorized Signatory, Title

Contract with Illustrator or Photographer

AGREEMENT entered into as of the _____ day of _____, 20_____, between _____, located at _____

(hereinafter referred to as the "Supplier") and _____, located at _____ (hereinafter referred to as the "Designer") with respect to the creation of certain images (hereinafter referred to as the "Images").

WHEREAS, Supplier is a professional illustrator or photographer of good standing;

WHEREAS, Designer wishes the Supplier to create the Images described more fully herein; and

WHEREAS, Supplier wishes to create such Images pursuant to this Agreement;

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:

1. Description. The Supplier agrees to create the Images in accordance with the following specifications:

Project title and description of Images _____

Other specifications _____

Other services to be rendered by Supplier _____

2. Due Date. The Supplier agrees to deliver the Images within _____ days after the later of the signing of this Agreement or, if the Designer is to provide reference, layouts, or specifications, after the Designer has provided same to the Supplier. If the Designer is to review and approve the work in progress, specify the details here

3. Grant of Rights. Supplier hereby grants to the Designer the following exclusive rights to use the Images:

For use as _____

For the product or publication named _____

These rights shall be worldwide and for the full life of the copyright and any renewals thereof unless specified to the contrary here _____

4. Fee. Designer agrees to pay the following purchase price: \$_____ for the usage rights granted. If the fee is variable, it shall be computed as follows _____

5. Expenses. Designer agrees to reimburse the Supplier for expenses incurred in creating the Images, provided that such expenses shall be itemized and supported by invoices, shall not be marked up, and shall not exceed \$_____ in total.

6. Payment. Designer agrees to pay the Supplier within thirty days of the date of Supplier's billing, which shall be dated as of the date of delivery of the Images. In the event that work is postponed or cancelled at the request of the Designer, the Supplier shall have the right to bill and be paid pro rata for work completed through the date of that request, but the Designer shall have no further liability hereunder.

7. Revisions or Reshoots. The Supplier shall be given the first opportunity to make any revisions or reshoots requested by the Designer. If the revisions or reshoots are not due to any fault on the part of the Supplier, an additional fee shall be charged as follows _____.

If the Supplier objects to any revisions to be made by the Designer, the Supplier shall have the right to have any authorship credit and copyright notice in his or her name removed from the Images.

8. Authorship Credit. Authorship credit in the name of the Supplier shall shall not accompany the Images when reproduced.

9. Copyright Notice. Copyright notice in the name of the Supplier shall shall not accompany the Images when reproduced.

10. Ownership of Physical Images. The ownership of the physical Images in the form delivered shall be the property of _____. Sketches and any other materials created in the process of making the finished Images shall remain the property of the Supplier, unless indicated to the contrary here _____

11. Releases. The Supplier agrees to obtain releases for any art, photography, or other copyrighted materials to be incorporated by the Supplier into the Images.

12. Warranty and Indemnity. The Supplier warrants and represents that he or she is the sole creator of the Images and owns all rights granted under this Agreement, that the Images are an original creation (except for materials obtained with the written permission of others or materials from the public domain), that the Images do not infringe any other person's copyrights or rights of literary property, nor do they violate the rights of privacy of, or libel, other persons. The Supplier agrees to indemnify and hold harmless the Designer against any claims, judgments, court costs, attorney's fees, and other expenses arising from any alleged or actual breach of this warranty.

13. Arbitration. All disputes arising under this Agreement shall be submitted to binding arbitration before _____ in the following location _____ 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 \$ _____ shall not be subject to this arbitration provision.

14. Assignment. The Designer shall have the right to assign any or all of its rights and obligations pursuant to this Agreement. The Supplier shall have the right to assign monies due to him or her under the terms of this Agreement, but shall not make any other assignments hereunder.

15. Term and Termination. This Agreement shall have a term ending _____ months after payment pursuant to Paragraph 6. The Designer may terminate this Agreement at any time prior to the Supplier's commencement of work and may terminate thereafter if the Supplier fails to adhere to the specifications or schedule for the Images. This Agreement shall also terminate in the event of the Supplier's bankruptcy or insolvency. The rights and obligations of the parties pursuant to Paragraphs 3, 8, 9, 10, 11, 12, 13, and 14 shall survive termination of this Agreement.

16. Miscellany. This Agreement constitutes the entire understanding between the parties. Its terms can be modified only by an instrument in writing signed by both parties. 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 binding upon the parties hereto and their respective heirs, successors, assigns, and personal representatives. This Agreement shall be governed by the laws of the State of _____.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first set forth above.

Supplier _____

Designer _____
Company Name

By _____
Authorized Signatory, Title

Contract with Printer

AGREEMENT entered into as of the _____ day of _____, 20____, between _____ (hereinafter referred to as the "Designer"), located at _____, and _____ (hereinafter referred to as the "Printer"), located at _____, with respect to the printing of certain materials (hereinafter referred to as the "Work").

WHEREAS, the Designer has prepared the Work for publication and wishes to have the Work printed in accordance with the terms of this Agreement; and

WHEREAS, the Printer is in the business of printing and is prepared to meet the specifications and other terms of this Agreement with respect to printing the Work;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter set forth and other valuable consideration, the parties hereto agree as follows:

1. Specifications. The Printer agrees to print the Work in accordance with Schedule A or the following specifications:

Title _____
Description _____

Quantity _____
Repro Materials _____

Stock _____
PrePress _____
Proofs _____
Binding _____
Packing _____
Other specifications _____

2. Delivery and Risk of Loss. Printer agrees to deliver the order on or before _____, 20____ to the following location _____ and pursuant to the following terms _____. The Printer shall be strictly liable for loss, damage, or theft of the order until delivery has been made as provided in this paragraph. Time is of the essence with respect to the delivery date.

3. Price. The price for the quantity specified in Paragraph 1 shall be \$_____. Overs and unders shall not be acceptable unless specified to the contrary here _____, in which case the price shall be adjusted at the rate of \$_____ per thousand.

4. Payment. The price shall be payable within _____ days of delivery.

5. Ownership and Return of Supplied Materials. All camera-ready copy, artwork, film, separations, and any other materials supplied by the Designer to the Printer shall remain the exclusive property of the Designer and be returned by the Printer at its expense as soon as possible upon the earlier of either the printing of the Work or the Designer's request. The Printer shall be liable for any loss or damage to such materials from the time of

receipt until the time of return receipt by the Designer. The Printer shall shall not insure such materials for the benefit of the Designer in the amount of \$_____.

- 6. Ownership and Return of Commissioned Materials.** All materials created by the Printer for the Designer, including but not limited to sketches, copy, dummies, working mechanical art, type, negatives, positives, flats, plates, or belts, shall become the exclusive property of the Designer and shall be stored without expense by the Printer and be returned at the Designer's request. The expense of such return of materials shall be paid by the Printer Designer. The Printer shall be liable for any loss or damage to such materials from the time of creation until the time of return receipt by the Designer. The Printer shall shall not insure such materials for the benefit of the Designer in the amount of \$_____.
- 7. Proofs.** If proofs are requested in the specifications, the Work shall not be printed until such proofs have been approved in writing by the Designer. The finished copies of the Work shall match the quality of the proofs.
- 8. Arbitration.** All disputes arising under this Agreement shall be submitted to binding arbitration before _____ at the following location _____ and the arbitration award may be entered for judgment in any court having jurisdiction thereof. Notwithstanding the foregoing, either party may refuse to arbitrate when the dispute is for less than \$_____.
- 9. Term and Termination.** This Agreement shall have a term ending ____ months after payment pursuant to Paragraph 4. The Designer may terminate this Agreement at any time prior to the Printer's commencement of work and may terminate thereafter if the Printer fails to adhere to the specifications or production schedule for the Work. This Agreement shall also terminate in the event of the Printer's bankruptcy or insolvency. The rights and obligations of the parties pursuant to Paragraphs 5, 6, and 8 shall survive termination of the Agreement.
- 10. Miscellany.** This Agreement contains the entire understanding between the parties and may not be modified, amended, or changed except by an instrument in writing signed by both parties. A waiver of any 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 binding upon the parties hereto and their respective heirs, successors, assigns, and personal representatives. This Agreement shall be interpreted under the laws of the State of _____.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first set forth above.

Printer _____
Company Name

Designer _____
Company Name

By _____
Authorized Signatory, Title

By _____
Authorized Signatory, Title

Schedule A

Request for Printing Quotation

Printing Specifications

Printer _____ Designer _____

Address _____ Address _____

Contact Person _____ Contact Person _____

Phone _____ Phone _____

Job Name _____ Job Number _____

Description _____ Date for Quotation _____

_____ Date Job to Printer _____

_____ Date Job Needed _____

Quantity: 1) _____ 2) _____ 3) _____ Additional _____

Size: Flat Trim _____ x _____ Folded/ Bound to _____ x _____

Number of Pages _____ Self Cover Plus Cover Cover Bleed

Design includes: Page Bleeds # _____ Screen Tints # _____ Reverses # _____

Halftones Print: Halftone (black) # _____ Duotone (black plus PMS _____) # _____

Size of Halftones _____

Color Requirements:

Cover: 4 Color Process Spot Colors PMS #s _____ plus Black

Inside: Full Color Spot Color PMS #s _____ Color Signatures only # _____

Color Separations: transparencies # _____ reflective art # _____ film provided by client

Original art will be supplied in a: scanable form rigid form

Sizes of finished separations _____

Coatings: Overall Varnish / Spot Varnish Gloss Varnish / Dull Varnish / Liquid Lamination / UV Coating

Cover

Inside

Special instructions _____

Electronic Files:

File name(s) for print output _____

Software used and version _____

Included: fonts images files hard copy print out

Mechanicals: (if supplied)

Color breaks shown: on acetate overlays on tissues # of pieces of separate line art _____

Paper Stock:	Name	Weight	Grade	Finish	Color
Cover	_____	_____	_____	_____	_____
Inside	_____	_____	_____	_____	_____
Insert / Other	_____	_____	_____	_____	_____

Send samples of paper Make book dummy

Other Printing Specifications:

Special Inks _____

Die Cutting Embossing Engraving Foil Stamping Thermography Serial Numbering

Other _____

Proofs: Blues Color Keys Chromalins Progressives Press Proofs

Details _____

Bindery: Hard Bound Perfect Bound Spiral Bound Ring Binder Saddle Stitch

Score Perforate Fold Drill Punch Round Corners Tip In

Details _____

Packing: Rubber/String/Paper Band in # _____ Shrink Wrap in # _____ Bulk in Cartons

Maximum weight per carton _____ lbs Skids Pallets Other _____

Shipping:

Deliver To _____

Truck Rail Sea Air Drop Ship UPS/Other _____

Customer pick up Separate shipping costs Send cheapest way Other _____

Shipment terms _____ Insure for _____ percent of printing cost

Miscellaneous instructions: _____

Designer—Sales Agent Contract

AGREEMENT, entered into as of this _____ day of _____, 20_____, between _____ (hereinafter referred to as the "Designer"), located at _____, and _____ (hereinafter referred to as the "Agent"), located at _____; WHEREAS, the Designer is an established designer of proven talents; and WHEREAS, the Designer wishes to have an agent represent him or her in marketing certain rights enumerated herein; and WHEREAS, the Agent is capable of marketing the work produced by the Designer; and WHEREAS, the Agent wishes to represent the Designer; NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter set forth and other valuable consideration, the parties hereto agree as follows:

1. Agency. The Designer appoints the Agent to act as his or her representative:

(A) in the following geographical area _____

(B) for the following markets:

- Advertising Corporate Book Publishing Magazines
 Other, specified as _____

(C) for the following types of art or design _____

(D) to be the Designer's exclusive nonexclusive agent for the area, markets, and types of work indicated.

Any rights not granted to the Agent are reserved to the Designer.

2. Best Efforts. The Agent agrees to use his or her best efforts in submitting the Designer's work for the purpose of securing assignments for the Designer. The Agent shall negotiate the terms of any assignment that is offered, but the Designer may reject any assignment if he or she finds the terms thereof unacceptable.

3. Samples. The Designer shall provide the Agent with such samples of work as are from time to time necessary for the purpose of securing assignments. These samples shall remain the property of the Designer and be returned on termination of this Agreement. The Agent shall take reasonable efforts to protect the work from loss or damage, but shall be liable for such loss or damage only if caused by the Agent's negligence.

4. Term. This Agreement shall take effect as of the date first set forth above, and remain in full force and effect for a term of _____, unless terminated as provided in Paragraph 11.

5. Commissions. The Agent shall be entitled to the following commissions: (A) On assignments obtained by the Agent during the term of this Agreement, _____ percent of the billing. (B) On house accounts, _____ percent of the billing. For purposes of this Agreement, house accounts are defined as accounts obtained by the Designer at any time or obtained by another agent representing the Designer prior to the commencement of this Agreement and are listed in the Schedule of House Accounts attached to this Agreement. (C) For books which the Designer authors or coauthors, _____ percent of the royalties or licensing proceeds paid to the Designer by the publisher or its licensees.

It is understood by both parties that no commissions shall be paid on assignments rejected by the Designer or for which the Designer fails to receive payment, regardless of the reason payment is not made. Further, no commissions shall be payable in either (A) or (B) above for any part of the billing that is due to expenses incurred by the Designer in performing the assignment, whether or not such expenses are reimbursed by the client. In the event that a flat fee is paid by the client, it shall be reduced by the amount of expenses incurred by the Designer in performing the assignment, and the Agent's commission shall be payable only on the fee as reduced for expenses.

- 6. Billing.** The Designer Agent shall be responsible for all billings.
- 7. Payments.** The party responsible for billing shall make all payments due within _____ days of receipt of any fees covered by this Agreement. Such payments due shall be deemed trust funds and shall not be intermingled with funds belonging to the party responsible for billing and payment. Late payments shall be accompanied by interest calculated at the rate of ____ percent per month thereafter.
- 8. Promotional Expenses.** Promotional expenses, including but not limited to promotional mailings and paid advertising, shall be mutually agreed to by the parties and paid ____ percent by the Agent and ____ percent by the Designer. The Agent shall bear the expenses of shipping, insurance, and similar marketing expenses.
- 9. Accountings.** The party responsible for billing shall send copies of invoices to the other party when rendered. If requested, that party shall also provide the other party with semiannual accountings showing all assignments for the period, the clients' names and addresses, the fees paid, expenses incurred by the Designer, the dates of payment, the amounts on which the Agent's commissions are to be calculated, and the sums due less those amounts already paid.
- 10. Inspection of the Books and Records.** The party responsible for the billing shall keep the books and records with respect to payments due each party at his or her place of business and permit the other party to inspect these books and records during normal business hours on the giving of reasonable notice.
- 11. Termination.** This Agreement may be terminated by either party by giving thirty (30) days written notice to the other party. If the Designer receives assignments after the termination date from clients originally obtained by the Agent during the term of this Agreement, the commission specified in Paragraph 5(A) shall be payable to the Agent under the following circumstances. If the Agent has represented the Designer for ____ months or less, the Agent shall receive a commission on such assignments received by the Designer within _____ days of the date of termination. This period shall increase by thirty (30) days for each additional ____ months that the Agent has represented the Designer, but in no event shall such period exceed ____ days. In the event of the bankruptcy or insolvency of the Agent, this Agreement shall also terminate. The rights and obligations under Paragraphs 3, 6, 7, 8, 9, and 10 shall survive termination.
- 12. Assignment.** This Agreement shall not be assigned by either of the parties hereto, except that the Designer shall have the right to assign any monies due the Designer under this Agreement.
- 13. Arbitration.** Any disputes arising under this Agreement shall be settled by arbitration before _____ under the rules of the American Arbitration Association in the City of _____, except that the parties shall have the right to go to court for claims of \$_____ or less. Any award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
- 14. Notices.** All notices shall be given to the parties at their respective addresses set forth above.
- 15. Independent Contractor Status.** Both parties agree that the Agent is acting as an independent contractor. This Agreement is not an employment agreement, nor does it constitute a joint venture or partnership between the Designer and Agent.
- 16. Amendments, Mergers, Successors and Assigns.** All amendments to this Agreement must be written. This Agreement incorporates the entire understanding of the parties. It shall be binding on and inure to the benefit of the successors, administrators, executors, or heirs of the Agent and Designer.
- 17. Governing Law.** This Agreement shall be governed by the laws of the State of _____.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date set forth above.

Designer _____

 Company name

Agent _____

 Company name

By _____

 Authorized Signatory, Title

By _____

 Authorized Signatory, Title

Schedule of House Accounts

Date _____

1. _____

(name and address of client)

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

9. _____

10. _____

11. _____

12. _____

13. _____

14. _____

15. _____

16. _____

17. _____

18. _____

19. _____

20. _____

Designer's Lecture Contract

AGREEMENT, dated the _____ day of _____, 20____, between _____
(hereinafter referred to as the "Designer"), located at _____ and
_____(hereinafter referred to as the "Sponsor"),
located at _____.

WHEREAS, the Sponsor is familiar with and admires the work of the Designer; and

WHEREAS, the Sponsor wishes the Designer to visit the Sponsor to enhance the opportunities for its students to have contact with working professional designer; and

WHEREAS, the Designer wishes to lecture with respect to his or her work and perform such other services as this contract may call for;

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:

1. Designer to Lecture. The Designer hereby agrees to come to the Sponsor on the following date(s): _____
_____ and perform the following services:

The Designer shall use best efforts to make his or her services as productive as possible to the Sponsor. The Designer further agrees to bring examples of his or her own work in the form of _____
_____.

2. Payment. The Sponsor agrees to pay as full compensation for the Designer's services rendered under Paragraph 1 the sum of \$_____. This sum shall be payable to the Designer on completion of the _____ day of the Designer's residence with the Sponsor.

3. Expenses. In addition to the payments provided under Paragraph 2, the Sponsor agrees to reimburse the Designer for the following expenses:

(A) Travel expenses in the amount of \$_____.

(B) Food and lodging expenses in the amount of \$_____.

(C) Other expenses listed here: _____ in the amount of \$_____.

The reimbursement for travel expenses shall be made fourteen (14) days prior to the earliest date specified in Paragraph 1. The reimbursement for food, lodging, and other expenses shall be made at the date of payment specified in Paragraph 2, unless a contrary date is specified here: _____.

In addition, the Sponsor shall provide the Designer with the following:

(A) Tickets for travel, rental car, or other modes of transportation as follows: _____

(B) Food and lodging as follows: _____

(C) Other hospitality as follows: _____

4. Inability to Perform. If the Designer is unable to appear on the dates scheduled in Paragraph 1 due to illness, the Sponsor shall have no obligation to make any payments under Paragraphs 2 and 3, but shall attempt to reschedule the Designer's appearance at a mutually acceptable future date. If the Sponsor is prevented from

having the Designer appear by Acts of God, hurricane, flood, governmental order, or other cause beyond its control, the Sponsor shall be responsible only for the payment of such expenses under Paragraph 3 as the Designer shall have actually incurred. The Sponsor agrees in such a case to attempt to reschedule the Designer's appearance at a mutually acceptable future date.

5. Late Payment. The Sponsor agrees that, in the event it is late in making payment of amounts due to the Designer under Paragraphs 2, 3, or 8, it will pay as additional liquidated damages _____ percent in interest on the amounts it is owing to the Designer, said interest to run from the date stipulated for payment in Paragraphs 2, 3, or 8 until such time as payment is made.

6. Copyrights and Recordings. Both parties agree that the Designer shall retain all rights, including copyrights, in relation to recordings of any kind made of the appearance or any works shown in the course thereof. The term "recording" as used herein shall include any recording made by electronic transcription, tape recording, wire recording, film, videotape, or other similar or dissimilar methods of recording, whether now known or hereinafter developed. No use of any such recording shall be made by the Sponsor without the written consent of the Designer and, if stipulated therein, additional compensation for such use.

7. Insurance and Loss or Damage. The Sponsor agrees that it shall provide wall-to-wall insurance for the works listed on the Schedule of Designs for the values specified therein. The Sponsor agrees that it shall be fully responsible and have strict liability for any loss or damage to the designs from the time said designs leaves the Designer's residence or studio until such time as it is returned there.

8. Packing and Shipping. The Sponsor agrees that it shall fully bear any costs of packing and shipping necessary to deliver the works specified in Paragraph 7 to the Sponsor and return them to the Designer's residence or studio.

9. Modification. This contract contains the full understanding between the parties hereto and may only be modified in a written instrument signed by both parties.

10. Governing Law. This contract shall be governed by the laws of the State of _____.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first set forth above.

Designer _____ Sponsor _____
Company Name

By _____
Authorized Signatory, Title

Schedule of Designs

Title	Medium	Size	Value
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____
7. _____	_____	_____	_____

Licensing Contract to Merchandise Designs

AGREEMENT made this _____ day of _____, 20____, between _____ (hereinafter referred to as the "Designer"), located at _____ and _____ (hereinafter referred to as the "Licensee"), located at _____

with respect to the use of a certain design created by the Designer (hereinafter referred to as the "Design") for manufactured products (hereinafter referred to as the "Licensed Products").

WHEREAS, the Designer is a professional designer of good standing; and

WHEREAS, the Designer has created the Design which the Designer wishes to license for purposes of manufacture and sale; and

WHEREAS, the Licensee wishes to use the Design to create a certain product or products for manufacture and sale; and

WHEREAS, both parties want to achieve the best possible quality to generate maximum sales;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter set forth and other valuable consideration, the parties hereto agree as follows:

1. Grant of Merchandising Rights. The Designer grants to the Licensee the exclusive nonexclusive right to use the Design, titled _____ and described as _____, which was created and is owned by the Designer, as or as part of the following type(s) of merchandise: _____
_____ for manufacture, distribution, and sale by the Licensee in the following geographical area: _____ and for the following period of time: _____.

2. Ownership of Copyright. The Designer shall retain all copyrights in and to the Design. The Licensee shall identify the Designer as the creator of the Design on the Licensed Products and shall reproduce thereon a copyright notice for the Designer which shall include the word "Copyright" or the symbol for copyright, the Designer's name, and the year date of first publication.

3. Advance and Royalties. Licensee agrees to pay Designer a nonrefundable advance in the amount of \$_____ upon signing this Agreement, which advance shall be recouped from first royalties due hereunder. Licensee further agrees to pay Illustrator a royalty of _____ (_____ %) percent of the net sales of the Licensed Products. "Net Sales" as used herein shall mean sales to customers less prepaid freight and credits for lawful and customary volume rebates, actual returns, and allowances. Royalties shall be deemed to accrue when the Licensed Products are sold, shipped, or invoiced, whichever first occurs.

4. Payments and Statements of Account. Royalty payments shall be paid monthly on the first day of each month commencing _____, 20____, and Licensee shall with each payment furnish Designer with a monthly statement of account showing the kinds and quantities of all Licensed Products sold, the prices received therefor, and all deductions for freight, volume rebates, returns, and allowances. The Designer shall have the right to terminate this Agreement upon thirty (30) days notice if Licensee fails to make any payment required of it and does not cure this default within said thirty (30) days, whereupon all rights granted herein shall revert immediately to the Designer.

5. Inspection of Books and Records. Designer shall have the right to inspect Licensee's books and records concerning sales of the Licensed Products upon prior written notice.

- 6. Samples.** Licensee shall give the Designer _____ samples of the Licensed Products for the Designer's personal use. The Designer shall have the right to purchase additional samples of the Licensed Products at the Licensee's manufacturing cost.
- 7. Quality of Reproductions.** The Designer shall have the right to approve the quality of the reproduction of the Design on the Licensed Products, and the Designer agrees not to withhold approval unreasonably.
- 8. Promotion.** Licensee shall use its best efforts to promote, distribute, and sell the Licensed Products.
- 9. Reservation of Rights.** All rights not specifically transferred by this Agreement are reserved to the Designer.
- 10. Indemnification.** The Licensee shall hold the Designer harmless from and against any loss, expense, or damage occasioned by any claim, demand, suit, or recovery against the Designer arising out of the use of the Image for the Licensed Products.
- 11. Assignment.** Neither party shall assign rights or obligations under this Agreement, except that the Designer may assign the right to receive money due hereunder.
- 12. Nature of Contract.** Nothing herein shall be construed to constitute the parties hereto joint venturers, nor shall any similar relationship be deemed to exist between them.
- 13. Governing Law.** This Agreement shall be construed in accordance with the laws of _____; Licensee consents to the jurisdiction of the courts of _____.
- 14. Addresses.** All notices, demands, payments, royalty payments, and statements shall be sent to the Designer at the following address _____ and to the Licensee at _____.
- 15. Modifications in Writing.** This Agreement constitutes the entire agreement between the parties hereto and shall not be modified, amended, or changed in any way except by a written agreement signed by both parties hereto.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first set forth above.

Designer _____
Company Name

Licensee _____
Company Name

By _____
Authorized Signatory, Title

By _____
Authorized Signatory, Title

Release Form for Models

In consideration of _____ Dollars (\$ _____), receipt of which is acknowledged, I, _____, do hereby give _____, his or her assigns, licensees, and legal representatives the irrevocable right to use my name (or any fictional name), picture, portrait, or photograph in all forms and media and in all manners, including composite or distorted representations, for advertising, trade, or any other lawful purposes, and I waive any right to inspect or approve the finished version(s), including written copy that may be created in connection therewith. I am of full age.* I have read this release and am fully familiar with its contents.

Witness _____

Model _____

Address _____

Address _____

Date _____, 20__

Consent (if applicable)

I am the parent or guardian of the minor named above and have the legal authority to execute the above release. I approve the foregoing and waive any rights in the premises.

Witness _____

Parent or Guardian _____

Address _____

Address _____

Date _____, 20__

* Delete this sentence if the subject is a minor. The parent or guardian must then sign the consent.

Property Release

In consideration of the sum of _____ Dollars (\$ _____),
receipt of which is hereby acknowledged, I, _____,
located at _____, do irrevocably authorize
_____, his or her assigns, licensees, heirs, and legal representatives, to copyright, publish, and
use in all forms and media and in all manners for advertising, trade, or any other lawful purpose, images of the
following property which I own and have full and sole authority to license for such uses: _____

_____,
regardless of whether said use is composite or distorted in character or form, whether said use is made in conjunction
with my own name or with a fictitious name, or whether said use is made in color or otherwise or other derivative works
are made through any medium.

I waive any right that I may have to inspect or approve the finished version(s), including written copy that may be
used in connection therewith.

I am of full age and have every right to contract in my own name with respect to the foregoing matters. I have read
the above authorization and release prior to its execution and I am fully cognizant of its contents.

Witness _____

Owner _____

Address _____

Date _____, 20 _____

Permission Form

The Undersigned hereby grant(s) permission to _____ (hereinafter referred to as the "Designer"), located at _____, and to the Designer's successors and assigns, to use the material specified in this Permission Form for the following book or other product _____ for use by the following publisher or client _____.

This permission is for the following material:

Nature of material _____

Source _____

Exact description of material, including page numbers _____

If published, date of publication _____

Publisher _____

Author(s) _____

This material may be used for the book or product named above and in any future revisions, derivations, or editions thereof, including nonexclusive world rights in all languages.

It is understood that the grant of this permission shall in no way restrict republication of the material by the Undersigned or others authorized by the Undersigned.

If specified here, the material shall be accompanied on publication by a copyright notice as follows _____

and a credit line as follows _____.

Other provisions, if any: _____

If specified here, the requested rights are not controlled in their entirety by the Undersigned and the following owners must be contacted: _____

One copy of this Permission Form shall be returned to the Designer and one copy shall be retained by the Undersigned.

Authorized Signatory

Date

Authorized Signatory

Date

Nondisclosure Agreement for Submitting Ideas

AGREEMENT, entered into as of this ____ day of _____, 20____, between _____
(hereinafter referred to as the "Designer"), located at _____,
and _____ (hereinafter referred to as the "Recipient"),
located at _____.

WHEREAS, the Designer has developed certain valuable information, concepts, ideas, or designs, which the Designer deems confidential (hereinafter referred to as the "Information"); and

WHEREAS, the Recipient is in the business of using such Information for its projects and wishes to review the Information; and

WHEREAS, the Designer wishes to disclose this Information to the Recipient; and

WHEREAS, the Recipient is willing not to disclose this Information, as provided in this Agreement.

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:

1. Disclosure. Designer shall disclose to the Recipient the Information, which concerns: _____

2. Purpose. Recipient agrees that this disclosure is only for the purpose of the Recipient's evaluation to determine its interest in the commercial exploitation of the Information.

3. Limitation on Use. Recipient agrees not to manufacture, sell, deal in, or otherwise use or appropriate the disclosed Information in any way whatsoever, including but not limited to adaptation, imitation, redesign, or modification. Nothing contained in this Agreement shall be deemed to give Recipient any rights whatsoever in and to the Information.

4. Confidentiality. Recipient understands and agrees that the unauthorized disclosure of the Information by the Recipient to others would irreparably damage the Designer. As consideration and in return for the disclosure of this Information, the Recipient shall keep secret and hold in confidence all such Information and treat the Information as if it were the Recipient's own proprietary property by not disclosing it to any person or entity.

5. Good Faith Negotiations. If, on the basis of the evaluation of the Information, Recipient wishes to pursue the exploitation thereof, Recipient agrees to enter into good faith negotiations to arrive at a mutually satisfactory agreement for these purposes. Until and unless such an agreement is entered into, this nondisclosure Agreement shall remain in force.

6. Miscellany. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective legal representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first set forth above.

Designer _____ Recipient _____
Company Name

By _____
Authorized Signatory, Title

Copyright Transfer Form

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, _____
(hereinafter referred to as the "Assignor"), located at _____,
does hereby transfer and assign to _____, located
at _____, his or her heirs, executors, administrators,
and assigns, the following rights: _____
_____ in the copyrights
in the works described as follows:

Title	Registration Number	Nature of Work
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, the Assignor has executed this instrument on the _____ day of _____, 20__.

Assignor _____

Contract with an Independent Contractor

AGREEMENT entered into as of the _____ day of _____, 20____, between _____ located at _____ (hereinafter referred to as the "Designer") and _____, located at _____ (hereinafter referred to as the Contractor).

The Parties hereto agree as follows:

1. Services to be Rendered. The Contractor agrees to perform the following services for the Designer

If needed, a list of procedures, diagram, or plan for the services shall be attached to and made part of this Agreement.

2. Schedule. The Contractor shall complete the services pursuant to the following schedule _____

3. Fee and Expenses. The Designer shall pay the Contractor as follows:

- Project rate \$_____
- Day rate \$_____/ day
- Hourly rate \$_____/ hour
- Other _____ \$_____

The Designer shall reimburse the Contractor only for the expenses listed here _____

Expenses shall not exceed \$_____. The Contractor shall provide full documentation for any expenses to be reimbursed, including receipts and invoices. An advance of \$_____ against expenses shall be paid to the Contractor and recouped when Payment is made pursuant to Paragraph 4.

4. Payment. Payment shall be made: at the end of each day upon completion of the project within thirty (30) days of Designer's receipt of Contractor's invoice

5. Cancellation. In the event of cancellation, Designer shall pay a cancellation fee under the following circumstances and in the amount specified _____

_____.

6. Warranties. The Contractor warrants as follows.

(A) Contractor is fully able to enter into and perform its obligations pursuant to this Agreement.

(B) All services shall be performed in a professional manner.

(C) If employees or subcontractors are to be hired by Contractor they shall be competent professionals.

(D) Contractor shall pay all necessary local, state, or federal taxes, including but not limited to withholding taxes, workers' compensation, F.I.C.A., and unemployment taxes for Contractor and its employees.

(E) Any other criteria for performance are as follows:

7. Insurance. The Contractor shall maintain in force the following insurance _____

8. Relationship of Parties. Both parties agree that the Contractor is an independent contractor. This Agreement is not an employment agreement, nor does it constitute a joint venture or partnership between the Designer and Contractor. Nothing contained herein shall be construed to be inconsistent with this independent contractor relationship.

9. Assignment. This Agreement may not be assigned by either party without the written consent of the other party hereto.

10. Arbitration. All disputes shall be submitted to binding arbitration before _____ in the following location _____ 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 \$_____ shall not be subject to this arbitration provision.

11. Miscellany. This Agreement constitutes the entire agreement between the parties. Its terms can be modified only by an instrument in writing signed by both parties, except that oral authorizations of additional fees and expenses shall be permitted if necessary to speed the progress of work. This Agreement shall be binding on the parties, their heirs, successors, assigns, and personal representatives. 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 _____.

IN WITNESS WHEREOF, the parties hereto have signed this as of the date first set forth above.

Designer _____

Contractor _____

Company Name

By _____

Authorized Signatory

Project Employee Contract

Dear _____

This will confirm that you have accepted a Project Job as _____ with our company. This assignment will begin on _____, and has an expected project termination date on or before _____.

As we agreed, based on an annual salary of \$_____, you will be paid \$_____ on bi-weekly basis, less applicable taxes and insurance. Normally, there is a trial period in this position. We will have a one month period during which you may elect to terminate your employment arrangement. I, as your project manager, also have the opportunity to terminate your employment at any time during that month.

As a Project Employee, you are eligible for our company's benefits except for _____

I cannot guarantee your employment beyond this assignment. The project employee status allows you to consider finding another job within the company. An added benefit is that if your Project Employment status changes to that of regular employee, your original Project hire date will become your start date of continuous employment.

I am very pleased to welcome you to _____ and look forward to working with you. Please let me know if you have any questions or concerns.

Sincerely,

By: _____
Project Manager

Agreed to:

Project Employee

Date: _____

Web Site Design Agreement

Agreement as of the _____ day of _____, 20____, between _____
(hereinafter referred to as the "Client"), located at _____ and
_____ (hereinafter referred to as the "Designer"), located
at _____ with respect to the creation and licensing of a Web site
(hereinafter referred to as the "Web Site").

WHEREAS, Designer is a professional designer with experience in the design of Web sites; and

WHEREAS, the Client wishes to develop a Web site in furtherance of the Client's activities; and

WHEREAS, Designer wishes to create such a Web site for Client;

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:

1. Scope of Work. The Designer agrees to perform the following work with respect to the Web Site as indicated by the checked boxes:

Prototype. Designer shall provide Client with an initial prototype for approval, which shall consist of:

home page, described as _____

_____ subsection Web pages, described as _____

_____ additional sample Web pages, described as _____

navigational flow chart

special features, described as _____

The Web pages shall show the look and feel of the Web Site, including type style, colors, navigational devices, illustrative/photographic styles, buttons, and related design elements.

Web Site Delivery and Testing. Upon Client's approval of the initial prototype and receipt of the necessary assets (including but not limited to text, visual, and sound elements) from the Client, the Designer shall create a fully functional Web Site consisting of ____ Web pages and reasonably conforming to the initial prototype. If the assets provided by Client cause the Web Site to exceed ____ Web pages, the due date specified in Paragraph 2 and fee specified in Paragraph 5 shall be adjusted as provided in those paragraphs. After creation of the functional Web Site, the Designer shall test the Web Site in a Beta version. In consultation with the Client, the Designer shall make necessary corrections in the functionality before uploading the final version of the Web Site to the Client's Web server or otherwise delivering the final version to the Client as follows

_____.

Web Site Maintenance. Designer shall maintain the Web Site and incorporate new assets as Client gives such assets to the Designer. The maintenance process is more fully described as _____

_____.

2. Due Dates. The Designer shall meet the following due dates:

Prototype. The initial prototype shall be presented to the Client on or before _____, 20____.

Web Site Delivery and Testing. The functional Web Site shall be provided in a Beta version to the Client within ____ days of Client's approval of the prototype and receipt of the necessary assets from Client. If the quantity of assets delivered by Client causes the Web Site to exceed ____ Web pages, the deadline for Web Site Delivery shall be extended by ____ days for every ____ additional Web pages. After consultation with Client, the Designer shall make any corrections and upload or deliver the final version of the Web Site within ____ days of receipt of Client's corrections.

Web Site Maintenance. Designer shall incorporate new assets into the Web Site as agreed between the parties at the time of receipt by Designer of said assets.

The Designer's time for performance shall be extended by any delays caused by the Client, including but not limited to delays arising from the failure to deliver assets or advise the Designer as to corrections.

3. Grant of Rights. Upon receipt of full payment, Designer shall grant to the Client exclusive world Web Site usage rights for the business, nonprofit organization, project, product, or publication named _____ for the following time period _____. The Client shall be the owner of the Web Site but shall have the right to use the Web Site design for this particular Web Site only. In addition, the Client shall have the right to use assets supplied by the Designer only for the Web Site. The html files, images files, animations, Java scripts, CGI programs, and related assets supplied by the Designer may not be used by the Client apart from their use on the Web Site. The Designer retains the right to make portfolio use of the Web Site or parts thereof after the Web Site has been placed on Client's Web server.

4. Reservation of Rights. All rights not expressly granted shall be reserved to the Designer.

5. Fee. Client agrees to pay the following fees:

Prototype. A fee of \$_____ shall be paid for the prototype, ____ percent on the signing of this Agreement, ____ percent when half the prototype is completed, and ____ percent when the prototype is provided to the Client.

Web Site Delivery and Testing. A fee of \$_____ shall be paid for Web Site Delivery and Testing, ____ percent on commencement, ____ percent when half the work is completed, and ____ percent on the uploading or delivery of the final version. Alternatively, the fee may be paid in installments as follows _____.

If the quantity of assets delivered by Client causes the Web Site to exceed ____ Web pages, the fee for Web Site Delivery and Testing shall be increased by \$_____ for every ____ additional Web pages.

Web Maintenance. A fee of \$_____ shall be paid for Web maintenance. The fee shall be \$____ per hour or shall be computed as follows _____.

These compensation provisions for Web maintenance shall be in effect for ____ months after the date of this Agreement and then shall be subject to renegotiation.

6. Additional Usage. If Client wishes to make any additional uses, Client shall seek permission from the Designer and pay an additional fee to be agreed upon.

7. 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, messengers, telephone, and unreturned electronic storage media. These expenses shall be marked up ____ percent by the Designer when billed to the Client to cover overhead and carrying expenses.

8. Payment. Designer shall invoice Client as fees are due and Client shall pay within ____ days of receipt of each invoice. Overdue payments shall be subject to interest charges of ____ percent monthly.

9. Advances Against Expenses. 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.

10. 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, additional compensation shall be paid as follows _____.

11. Copyright Notice. Copyright notice for the Web Site shall appear in the name of the Client, unless specified to the contrary _____. Other copyright notices, such as for photography, illustration, and music, shall be included as required in the relevant releases.

12. Authorship Credit. Authorship credit in the name of the Designer shall appear on the Web Site in the following location _____ along with the Designer's e-mail address. If Client alters the Web Site design, the Designer shall have the right to have Designer's name removed from the Web Site.

13. Cancellation. In the event of cancellation by the Client, the Client shall pay all expenses incurred by the Designer as well as fees based on the degree of completion of the Web Site. Special provisions regarding cancellation are as follows _____.

14. Client Responsibilities and Confidentiality. Any and all assets that Client is to supply for the Web Site shall be delivered to the Designer by _____, 20____, in electronic format (delivered on removable storage media or

transmitted via the Internet), and such supplied assets shall be in final form and ready for Web Site use. Client shall proofread and edit such assets prior to delivery to Designer, and any additional work due to corrections of such assets, file conversions, or scanning of text or images shall be billed additionally to the fee specified in Paragraph 5. The Designer agrees that any asset supplied by Client, whether for the Web Site or in relation to the business purposes for its development, shall be treated as confidential and neither disclosed to third parties nor used in any way other than for the development of the Web Site. At the completion of work, the Designer shall return to Client the assets supplied by Client.

15. Releases. The Client warrants that it has the right to enter into this Agreement and that Client owns or has obtained appropriate Web Site usage rights for any assets supplied by the Client to the Designer. The Client shall indemnify and hold harmless the Designer and its subcontractors against any and all claims, lawsuits, costs, and expenses, including reasonable attorney's fees, arising in connection with the Web Site. This indemnification shall extend to assets obtained by the Designer on the Client's behalf if the Designer has secured either exclusive or nonexclusive world Web Site usage rights.

16. Arbitration. All disputes shall be submitted to binding arbitration before _____ in the following location _____ 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 \$_____ shall not be subject to this arbitration provision.

17. Miscellany. Neither this Agreement nor any rights or obligations hereunder shall be assigned by either of the parties, except that the Designer shall have the right to assign monies due hereunder. Both Client and any party on whose behalf Client has entered into this Agreement shall be bound by this Agreement and shall be jointly and severally liable for full performance hereunder, including but not limited to payments of monies due to the Designer. The terms and conditions of this Agreement shall be binding upon the parties, 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 additional fees and expenses orally. A waiver of a breach of any of this Agreement's provisions shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof. The relationship between the Client and Designer shall be governed by the laws of the State of _____.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first set forth above.

Designer _____
Company Name

Client _____
Company Name

By _____
Authorized Signatory, Title

By _____
Authorized Signatory, Title