

# DB Graphic Design (DBG) Agreement

CLIENT	Date _____
	Commissioned by _____
	Purchase Order Number _____
	Job Number _____

**DESCRIPTION OF ASSIGNMENT:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Use: \_\_\_\_\_  
\_\_\_\_\_

**DESCRIPTION OF MATERIALS TO BE SUPPLIED BY CLIENT:**  
(Final Date Due is predicated on receipt of all materials to be supplied by Client)

Materials Supplied by: \_\_\_\_\_(date)

Initial Version work starts after all materials are received. Due dates, milestone dates, and any early-completion reward dates mentioned shall be delayed by the number of days by which the Materials Supplied by the Client are late.

**RIGHTS TRANSFERRED:**

The material transferred can be used only for the purposes stated below. All other use(s) and modification(s) is (are) prohibited. All rights not transferred remain the property of DBG. Usage beyond that granted to the Client herein shall require payment of a mutually agreed upon additional "Reuse Fee" subject to all terms. All materials, including the intermediate milestone deliverables, may not be copied without the permission of DB Graphic Design, and must be returned after use.

TITLE & PRODUCT RIGHTS: \_\_\_\_\_

CATEGORY OF USE RIGHTS: \_\_\_\_\_

MEDIUM OF USE RIGHTS: \_\_\_\_\_

GEOGRAPHIC AREA RIGHTS: \_\_\_\_\_

EDITION / VERSION RIGHTS: \_\_\_\_\_

TIME PERIOD RIGHTS: \_\_\_\_\_

REPRODUCTION RIGHTS: \_\_\_\_\_

DERIVATIVE WORK RIGHTS: \_\_\_\_\_

PERFORMANCE RIGHTS:

Any transfer of rights is conditional on receipt of full payment.

PRODUCTION SCHEDULE (INCLUDING MILESTONES, DATES DUE, AND FEES DUE)

Milestone	Date Due	Payment Due
Contract Signing	_____	US\$ _____
Delivery of Design Comps	_____	US\$ _____
Acceptance of Design Comps	_____	US\$ _____
Delivery of Initial Version	_____	US\$ _____
Acceptance of Initial Version	_____	US\$ _____
Delivery of Final Version	_____	US\$ _____
Acceptance of Final Version	_____	US\$ _____
		<b>Total US\$</b> _____

Client agrees to pay DB Graphic Design a bonus of US\$\_\_\_\_\_ per day in the event an acceptable Final Version of the site is delivered to the Client prior to \_\_\_\_\_ (date).

ESTIMATED DATE DUE:

ESTIMATED EXPENSES:

The Client shall reimburse DBG for all expense. Expense amounts (in US\$) are estimates only.

Illustration	_____	Printing (If brokered by DBG)	_____
Photography	_____	Client's Alterations	_____
Models & Props	_____	Communication	_____
Materials & Supplies	_____	Transportation & Travel	_____
Type	_____	Messengers	_____
Stats, Proofing & Copies	_____	Shipping & Insurance	_____
Mechanicals	_____	Other Expenses	_____
		Subtotal :	_____
		Supervisory and Handling fee :	_____
		Sales Tax (on applicable items) :	_____
		<b>TOTAL :</b>	_____

TERMS:

1. Time for Payment

Payment is due at each milestone due date as noted in the Production Schedule. All invoices for Billable Expenses are payable within thirty (30) days of receipt. A 1.5% monthly service charge is payable on all overdue balances of milestone payments and Billable Expenses. DBG retains all rights to all intermediate deliverables submitted at each milestone. The grant of any license or right of copyright to the Client is conditioned on receipt of full payment by the Client of the Total amount and all Billable Expenses.

2. Default in Payment

The Client shall assume responsibility for all collection of legal fees necessitated by default in payment.

### 3. Estimates

If this form is used for an estimate or assignment proposal, the fees and Billable Expenses shown are minimum expenses only. Final fees and Billable Expenses shall be shown when invoice is rendered. The Client's approval shall be obtained for any increases in fees or expenses that exceed the original estimate by twenty percent (20%) or more.

### 4. Billable Expenses

The Client shall reimburse Rooster Graphics International (DBG) for all direct and indirect billable expenses arising from this assignment, regardless of whether the assignment is Cancelled or Terminated. Billable Expenses include but are not limited to costs of commissioning images or subcontracting talent, software or run-time license costs, the payment of any sales tax due on this assignment, any travel, research, postage and delivery, photocopying, and storage media expenses. The markup charged by DBG for supervisory and handling time on all Billable expenses shall be \_\_\_\_\_ percent of the Billable Expenses incurred. The Client shall advance US\$ \_\_\_\_\_ to DBG upon the acceptance of the Site Design for payment of said Billable Expenses.

### 5. Client's Alterations

There shall be no charges to the Client for revisions or corrections or additions made necessary by errors on the part of DBG. Any other changes requested by the Client shall be considered Client's Alterations if they are requested after the acceptance of the Site Design. Any changes and additions not due to the fault of DBG and requested by the Client before the approval of one of the Site Designs are not considered Client's Alterations. The Client shall be responsible for making additional payments at the rate noted herein for any Client's Alterations and any other changes in original assignment requested by the Client. However, no additional payment shall be made for changes required to conform to the original assignment description. The Client shall offer DBG the first opportunity to make any changes.

### 6. Acceptance Procedures

Unless otherwise noted in Acceptance milestone dates of the Production Schedule, during the Review Period within \_\_\_\_\_ calendar days of a Delivery, the Client shall either accept the deliverable and make the milestone payment set forth in the Production Schedule, or provide DBG with written notice of any corrections to be made and a suggested date for completion of the corrections which should be mutually acceptable to both DBG and the Client, or provide a written notice of assignment Termination if the work is found not to be reasonably satisfactory. The Client can Terminate the assignment only during this Review Period following the Delivery of a milestone deliverable. Any other termination of the Assignment shall be considered a Cancellation subject to the stipulations of Item 7. DBG shall designate \_\_\_\_\_ and the Client shall designate \_\_\_\_\_ as the only designated persons who will send and accept all deliverables and receive and make all communications between DBG and the Client. Neither party shall have any obligation to consider for approval or respond to materials submitted other than through the designated persons listed above. Each party has the right to change its designated person upon \_\_\_\_\_ calendar day(s) notice to the other.

### 7. Cancellation

The Client may declare the Cancellation of the assignment for reasons not related to assignment Termination defined in Item 6. In the event of Cancellation of this assignment by the Client, any milestone payments made prior to cancellation shall be retained by DBG. In addition, if cancellation is prior to the delivery of the Design Comps, a cancellation fee of fifteen percent (15%) of the balance of the Total payments shall be paid by the Client. If the cancellation is later but prior to the acceptance of a Design Comp, a fee of thirty percent (30%) of the balance of the Total payments shall be paid by the Client. If the cancellation is later but prior to the delivery of the Initial Version, the cancellation fee shall be fifty percent (50%) of the balance of Total payments. If the cancellation is after the delivery of the Initial Version, the cancellation fee shall be one hundred percent (100%) of the balance of all remaining dues. Regardless of when the project is cancelled, all billable expenses already incurred by DBG or DBG is liable to pay for shall be paid by the Client in full. In the event of cancellation, DBG retains ownership of all copyrights and any original artwork.

### 8. Assignment Termination

In the event that work in process is found by the client not to be reasonably satisfactory in accordance with the Acceptance Procedures in Item 6, , the client may pay a termination fee to terminate the assignment. Any milestone payments made prior to termination shall be retained by DBG. If assignment termination occurs prior to the acceptance of a Design Comp, the client shall pay a rejection fee of ten percent (10%) of the balance of Total payments. If termination occurs after the delivery of the Initial Version, the termination fee shall be twenty percent (20%) of the balance of Total payments. If termination occurs after the acceptance of the Initial Version, the termination fee shall be one hundred percent (100%) of the balance of Total payments. Regardless of when the assignment is terminated, all billable expenses already incurred by DBG or DBG is liable to pay for shall be paid by the Client in full. In the event of termination, DBG retains ownership of all copyrights and any original artwork created by DBG. However, the Client retains all rights already purchased by DBG on behalf of the Client from third parties.

### 9. Ownership and Return of Artwork

The Client acknowledges and agrees that DBG retains ownership of all original artwork, in any media, including digital files, whether preliminary or final. The Client waives the right to challenge the validity of DBG's ownership of the art subject to this agreement because of any change or evolution of the laws. The Client shall return such artwork within thirty (30) days of use unless indicated otherwise below:

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### 10. Copy Protection

The Client must protect all final art which is the subject of this agreement against duplication and alteration.

### 11. Credit Lines

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

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### 12. Releases

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

### 13. Modifications of the Agreement

Modifications of the Agreement must be written, except that the invoice may include, and the Client shall pay, fees or expenses that were orally authorized by the Client in order to progress promptly with the work.

### 14. Code of Fair Practice

The Client and DBG 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, USA.

### 15. Warranty of Originality

DBG warrants and represents that, to the best of its knowledge, the work assigned hereunder is original and has not been previously published, or that consent to use has been obtained on an unlimited basis; that all work or portions thereof obtained through the undersigned from third parties is original or, if previously published, that consent to use has been obtained on an unlimited basis; that DBG has full authority to make this agreement; and that the work prepared by DBG does not contain any scandalous, libelous, or unlawful matter. This warranty does not extend to any uses that the Client or others may make of DBG's product which may infringe on the rights of others. CLIENT EXPRESSLY AGREES THAT IT WILL HOLD DBG HARMLESS FOR ALL LIABILITY CAUSED BY THE CLIENT'S USE OF DBG'S PRODUCT TO EXTENT SUCH USE INFRINGES ON THE RIGHTS OF OTHERS.

### 16. Limitation of Liability

Client agrees that it shall not hold DBG or its agents or employees liable for any incidental or consequential damages which arise from DBG's failure to perform any aspect of the Project in a timely manner, regardless of whether such failure was caused by intentional or negligent acts or omissions of DBG or a third party. Furthermore, DBG disclaims all implied warranties, including the warranty of merchantability and fitness for a particular use.

### 17. Dispute Resolution

Any disputes in excess of one thousand (1000) US dollars 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 American Arbitration Association. The Arbitrator's award shall be final, and judgement 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 of judgement in favor of DBG.

### 17. Acceptance of Terms

The signature of both parties shall evidence acceptance of these terms.

Date	_____
DBG Authorized Signature	_____
Client Authorized Signature	_____
Client's name and title	_____

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