

\$100 Brochure Two-Side: (no fold, half fold, gate fold, tri fold, Z fold)

I ask that you agree to this contract before I start on your web site design.

*What I, David Chipps,
the artist agree to...*

I, David Chipps, agree to have the finished specified quantity of two-sided brochures either mailed to you or I will deliver them personally to you. One hundred dollars gives you five hours worth of design labor on a two-sided brochure. Please send me any preferences, logos, and/or images you would like included on the finished two-sided brochure. You are responsible for paying for the licensing of any fonts used in the project and for covering printing costs. If you need a business logo, please see the logo packages.

Contract of Agreement:

\$100 Two-Sided Brochure:

Within seven business days of receiving your company info, and full deposit, I, David Chipps, will create a two-sided brochure for you, the client. After the two-sided brochure is created, I will send it to you for proofing. Once the brochure has been signed off on, I will send it to the printer for printing and deliver the brochure either by hand or by mail. It is up to you to supply font choices, images to be used, and logos with the initial email.

File Delivery:

After you, the client, have approved the two-sided brochure, I will send the approved files off to the printer (I will give you a few printers to choose from). Once the brochure has been returned, I will either mail the brochure to you or hand deliver the item.

Ownership:

I, David Chipps, give you, the client, the right to use your new brochure design in all media useful for your business promotion. I ask that you let me display your new brochure and your full name, business name, and website address or company address, for testimonial and promotional purposes on my websites and in any printed ads.

Client Pays For The Cost of Printing:

You, the client, are responsible for covering the cost of printing the brochure designs. Printing costs can range anywhere from 100 dollars for 1000 brochures to 450 dollars for 5000 brochures. You will also be billed for the cost of licensing of any fonts used.

Work Completed as Independent Contractor:

In completing your brochure, it is understood that I, David Chipps, am completing the work as an independent contractor and not as work for hire. I am not your employee in any way.

Originality:

I, David Chipps, affirm that my brochure designs are original, that I own the rights granted under this agreement, and that the rights granted do not conflict with any other known agreement.

Two-Sided Brochure Redesigns:

The 100 dollar two-sided brochure has one revision. After five hours the initial brochure design will be sent to you, the client, for proofing. When the corrections have been signed off on, they will be made and the final brochure design will be sent to the printer. Once the brochure has been printed, I, David Chipps, will either mail you, the client, the items or hand deliver them to you. There will be no further redesigns outside of the above specifications without you being charged an additional 20 dollars an hour.

Client Agreement:

In signing this contract, you, the client, agree that the money supplied is for a two-sided brochure package.

You understand that any two-sided brochure package designs created, but not accepted as the final design, are under the ownership of, myself, David Chipps.

You, the client, are responsible for the licensing costs of any third-party font used in the creation of the two-sided brochure package.

Contract of Agreement:

Use of Two-Sided Brochure Designs:

You, the client, understand that once I, David Chipps, have been paid in full, I have the right to use the two-sided brochure design in all media useful for business promotion, and I reserve the right to display the two-sided brochure for my business promotional use (and as an example of my two-sided brochure design on my website or printed on flyers).

You, the client, also give me, David Chipps, permission to use your full name, business address, and/or website address, for promotional purposes.

Design Modifications and Technical Support:

You, the client, should not modify the two-sided brochure by yourself or by a third party without first contacting me, David Chipps. If the two-sided brochure is modified by a third party, I am not responsible for fixing any issues that might arise from third-party work. No ongoing technical support is offered with this contract.

Copyrights and Trademarks:

It is up to you, the client, to copyright the two-sided brochure design:

(<http://www.copyright.gov>)

Delays:

You, the client, agree to give me, David Chipps, more time if I become ill, am injured, or am delayed because of events beyond my control, like: fire, theft, computer failure, injury, and *acts of god*.

You, the client, should supply supporting files with this contract. If you fail to send the supporting files, I, David Chipps, reserve the right to cancel the design project and refund a prorated amount of the deposit that covers the costs of work completed.

Termination:

You, the client, have the right to terminate this agreement if I, David Chipps, fail to complete the two-sided brochure within 60 days of the signing of this agreement or if illness, injury, or an event beyond my control, causes a delay of more than 60 days from the agreed delivery date. If terminated, I shall refund a prorated amount of the deposit and keep the portion of the deposit that covers time spent on the project. If I have not put time into the project, I will refund you the full amount.

Liability:

I, David Chipps, am not liable for any legal damages or financial losses due to the use of the created two-sided brochure. All fonts used on the brochure will have their licensing paid for by you, the client, and you will have a copy of all fonts used at the end of the design.

Arbitration:

Any disputes that arise from producing the two-sided brochure will be submitted to binding arbitration by a third party agreed upon by you, the client, and myself, David Chipps.

Choice of Law:

If any legal disputes arise, they will be governed by the laws in the country and state where I, David Chipps, reside, not by the country or state where, you, the client reside. All legal issues will be handled in the United States by the state of Oregon. By signing the agreement, your purchase falls under Oregon state and United States federal law.

Note:

Before you sign below, please make sure you understand all of the above agreement. If this contract is acceptable to you and you are paying with paypal, please return a copy of this agreement to my email with your signature and retain one copy of this agreement for your files. If this agreement is not acceptable to you, please contact me for any changes that might be helpful.

Client Signature:

Date:
