



170 Brook Hollow Dr.
Canton, GA 30114

info@damicoart.com
(404)717-2480

AGREEMENT FOR PRODUCTION OF DESIGN SERVICES

CLIENT:

PROJECT TITLE:

TERMS AND AGREEMENT:

PAYMENT

50% of the cost of the project is due after initial consultation and before work is begun. The remaining 50%, plus any additional costs resulting from the change order process, shall be due as detailed in the payment terms above. If the project is delayed beyond 30 days, but the project is moving forward, D'Amico Art, LLC will invoice the client for a second invoice, equal to 25% of the remaining balance.

OWNERSHIP OF ARTWORK

Until full payment has been made, D'Amico Art retains ownership of all designed artwork or parts contained therein, whether preliminary or final. Upon full payment, the client shall obtain ownership of the final designed artwork to use and distribute as they see fit. D'Amico Art retains the right to use the completed project and any preliminary designs for the purpose of design competitions, future publications on design, educational purposes, marketing materials, and portfolio. Where applicable the client will be given any necessary credit for usage of the project elements.

CONTENT AND WORK PERFORMANCE

Client is solely responsible for the editorial content of the material included on the project, unless previously discussed and arranged by client and D'Amico Art. If agreed upon, D'Amico Art will offer research, advice and suggestions to enhance content. Files will be delivered to D'Amico Art in electronic format unless otherwise arranged. D'Amico Art and the Client must work together to complete the project(s) in a timely manner. D'Amico Art agrees to work expeditiously to complete the project(s) as outlined in the Project Outline after the client has submitted all necessary materials.

CHANGE ORDERS

After this CONTRACT is signed any material changes to the proposed design will require a CHANGE ORDER which will become an addendum to this contract. Material updates and changes are defined as adding additional pages, custom graphics, additional illustrations, changing style and design, and/or functionality to the project outside of what is outlined in the proposal and initial design layout. Changes or edits outside the scope of the project will result in additional fees.

LEGAL ISSUES

In no event will D'Amico Art be liable to Client or any third party for damages, including lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to produce the project(s), even if D'Amico Art has been advised of the possibilities of such damages. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. In case collection proves necessary, the client agrees to pay all fees, legal and otherwise, incurred in that process.

WARRANTIES, TRADEMARKS AND COPYRIGHTS

Both parties warrant that content used, including software, business models, does not infringe copyrights, trademarks and/or patents of any third party. The client represents to D’mico Art and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to D’Amico Art for inclusion in project(s) are owned by the client, or that the client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend D’Amico Art from any claim or suit arising from the use of such elements furnished by the client. Copyright to the assembled work of project(s) produced by D’Amico Art is owned by D’Amico Art. Upon final payment of this contract, all rights owned by D’Amico Art as to the design, the copyrights, graphics and text in this Project(s) transfer to the client.

CANCELLATION

In the event of cancellation of the project, ownership of all copyrights and the original artwork and disks shall be returned and retained by D’Amico Art and a fee for work completed, based on the contract price and expenses already incurred, shall be paid by the client.

PROJECT DESCRIPTION:

INITIAL PAYMENT: _____ \$ _____

FINAL PAYMENT: _____ \$ _____

TOTAL COST: _____ \$ _____

** Fees for web domain registry, hosting, printing, or shipping are separate and are the client’s responsibility*

Upon acceptance of the project, the client agrees to the terms outlined this agreement.

Client Signature

Date

D’Amico Art, LLC

Date