

Confirmation of Engagement

Job No.: 00000

Project Title/Description:

Schedule: Sample Design: 2013, **Final Design:** 2013

Copyright Usage: The rights granted to Client are for the usage of the Final Design in its form. Client may modify the Final Design to add other items as long as the Final Design is kept. Client shall have: exclusive rights, unlimited duration, worldwide, electronic use, this website only. All other rights to be negotiated separately.

Fee: "Amount" "Currency"

TERMS

- 1. Reservation of Rights:** All rights not expressly granted above are retained by the Designer (Known as 'Designer', 'The Designer', 'Express-sites' or 'Express-sites.com'). Any use additional to that expressly granted above requires arrangement for payment of a separate fee.
- 2. Revisions:** Revisions may be made only by the Designer at the Preliminary Design phase. Additional fees will be charged for revisions made after 3 preliminary design revisions, and for additions to project.
- 3. Payment Schedule:** Thirty three percent (33%) upon project commencement, remaining upon project completion.
- 4. Payment Terms:** Payments must be completed upon the day / week of the stages. Grant of copyright is conditioned upon receipt of final payment, and upon Client's compliance with the terms of this agreement. Any additions to the Project that are not in the contract will result in a "Amount" "Currency" fee.
- 5. Cancellation Fees:** In the event of Cancellation, Express-sites.com will be compensated for services performed through the date of cancelation in the amount of a prorated portion of the fees due. Upon cancellation all rights to the website revert to Express-sites.com and all original art must be returned, including sketches, comps, or other preliminary materials.
- 6. Credits and Promotion:** A credit line suitable to the design of the pages will be used. Client agrees to pay an additional fifty percent (50%) of the total fee, excluding expenses, for failure to include credit line. Designer reserves the right to include screen shots of the completed work in his portfolio.
- 7. Preliminary Works:** Express-sites.com retains all rights in and to all Preliminary Designs. Client shall return all Preliminary Designs to Designer within thirty (30) days of completion of the project and all rights in and to any Preliminary Designs shall remain the exclusive property of Express-sites.com.

8. Permissions and Releases:

The Client agrees to indemnify and hold Express-sites.com harmless against any and all claims, costs, and expenses, including attorney's fees, due to materials included in the Design at the request of the Client for which no copyright permission or privacy release was requested, or for which uses exceed the uses allowed pursuant to a permission or release.

- 9. Miscellaneous:** This Agreement shall be binding upon the parties, their heirs, successors, assigns, and personal representatives. This Agreement constitutes the entire understanding of the parties. Its terms can be modified only by a writing signed by both parties, except that the Client may authorize expenses or revisions orally.

This Agreement must be signed and returned before Designer can schedule or begin this job.

Designer Signature

Print Designer Name

Date

Client Signature

Print Client Name

Date
