



SERVICE AGREEMENT

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. CAMRIN WILLIAM 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.

1.A Set Up Fee & Deposit

All work commissioned by Camrin William Design Inc. will require a \$25 Non-refundable setup fee + a \$50 Deposit that will be credited toward the CLIENT'S final invoice.

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 Camrin William Design (CAMRIN WILLIAM) 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 CAMRIN WILLIAM for supervisory and handling time on all Billable expenses shall be 3.5% percent of the Billable Expenses incurred. The Client shall advance US\$ 0.00 to CAMRIN WILLIAM upon the acceptance of the Design for payment of said Billable Expenses.

5. Hourly Charges

All graphic, web and design time spent on projects shall be rounded up to the nearest hour. With one hour of work being the minimum. The design rate will be multiplied by the amount of hours spent on a project at \$35.00 and hour.

6. Purchasing Options of RAW files

RAW files means any of the original files used to make the project. Including source files, photography, hero, text and raw video footage. Such RAW files include Photoshop files (PSD), Illustrator files (AI), InDesign Files, (INDD). Client may purchase RAW files at a purchase fee to be determined upon request.

7. Delivery Materials

The client will receive final artwork digitally in a PDF, JPEG or another compressed digital file format via email or Compact Disk or Digital Versatile Disk (DVD Data Disk).

8. Printing & Print Proof

Camrin William is not responsible for any misprints, typos, or errors that may arise after the Client has approved the PRINT PROOF. The Print Proof is a document that contains the final artwork. The client must thoroughly examine for errors and sign their signature at the bottom of the PRINT PROOF to approve and confirm that CAMRIN WILLIAM will not be held accountable for any mistakes found after this milestone. If error should arise, then the cost of reprints shall be absorbed by the CLIENT.

9. Delivery Time

Artwork shall be completed in a timely matter. All work shall be given 3 days minimum to complete. All orders shall be delivered in a digital format via email or Compact Disk or Digital Versatile Disk (DVD Data Disk).

10. Rush Orders

Any order that is require to be finished in the same day, or by next day shall be charged a rush order fee of \$35 flat fee, plus double the hourly rate. All orders shall be in writing, via snail mail or email. The Client should follow up an order with a phone call to verify that CAMRIN WILLIAM has received the order.

11. Out of Contract

If the Client request work to be done beyond the contract period, then the hourly fee will default to \$58 an hour.

12. Consultation, Meetings and Pick Up / Delivery.

Time spent on project including consultation and meetings shall be billed at \$58 an hour. This includes travel, phone, video conferencing, and chatting. With one hour being the minimum and all time rounded up to the nearest hour.

12.A. Pick-Up & Delivery

If there are any items to pick-up or deliver there will be an extra \$50.00 charge for expenses.

13. 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 CAMRIN WILLIAM. 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 CAMRIN WILLIAM 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 be given THREE ROUNDS of REVIEW & REVISIONS beginning after the first draft of artwork. Any changes requested by the Client, after the third round will be considered additional work not agreed upon in the original contract. The Client shall pay CAMRIN WILLIAM, \$45.00 (Time and a Half) for work done beyond the three rounds of review & revisions. The Client shall offer CAMRIN WILLIAM the first opportunity to make any changes.

14. Acceptance Procedures

Unless otherwise noted in Acceptance milestone dates of the Production Schedule, during the Review Period within 15 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 CAMRIN WILLIAM 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 CAMRIN WILLIAM 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 15. CAMRIN WILLIAM shall designate Camrin Pitts and the Client shall designate as the only designated persons who will send and accept all deliverables and receive and make all communications between CAMRIN WILLIAM 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 5 calendar day(s) notice to the other.

15. Cancellation

The Client may declare the Cancellation of the assignment for reasons not related to assignment Termination defined in Item 16. In the event of Cancellation of this assignment by the Client, any milestone payments made prior to cancellation shall be retained by CAMRIN WILLIAM. 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 CAMRIN WILLIAM is liable to pay for shall be paid by the Client in full. In the event of cancellation, CAMRIN WILLIAM retains ownership of all copyrights and any original artwork.

16. 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 14, the client may pay a termination fee to terminate the assignment. Any milestone payments made prior to termination shall be retained by CAMRIN WILLIAM. 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 CAMRIN WILLIAM is liable to pay for shall be paid by the Client in full. In the event of termination, CAMRIN WILLIAM retains ownership of all copyrights and any original artwork created by CAMRIN WILLIAM. However, the Client retains all rights already purchased by CAMRIN WILLIAM on behalf of the Client from third parties.

17. Ownership and Return of Artwork

The Client acknowledges and agrees that CAMRIN WILLIAM 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 CAMRIN WILLIAM'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:

17.a. Promotional Copies

CAMRIN WILLIAM will retain the right to use preliminary designs as well as samples of the completed project in future marketing materials, such as a portfolio, online portfolio, design competitions, publications such as books or magazines.

18. Copy Protection

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

19. Credit Lines

CAMRIN WILLIAM 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:

20. Indemnification

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

21. 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 campaign/project.

22. Code of Fair Practice

The Client and CAMRIN WILLIAM 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, or is available on the World Wide Web at <http://www.graphicartistsguild.org/theguild/advocacy/code-of-fair-practice>.

23. Warranty of Originality

CAMRIN WILLIAM 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 CAMRIN WILLIAM has full authority to make this agreement; and that the work prepared by CAMRIN WILLIAM 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 CAMRIN WILLIAM's product, which may infringe on the rights of others. CLIENT EXPRESSLY AGREES THAT IT WILL HOLD CAMRIN WILLIAM HARMLESS FOR ALL LIABILITY CAUSED BY THE CLIENT'S USE OF CAMRIN WILLIAM'S PRODUCT TO EXTENT SUCH USE INFRINGES ON THE RIGHTS OF OTHERS.

24. Limitation of Liability

Client agrees that it shall not hold CAMRIN WILLIAM or its agents or employees liable for any incidental or consequential damages which arise from CAMRIN WILLIAM'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 CAMRIN WILLIAM or a third party. Furthermore, CAMRIN WILLIAM disclaims all implied warranties, including the warranty of merchantability and fitness for a particular use.

25. Dispute Resolution

Any disputes in excess of one thousand (1,500) 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 judgment 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 judgment in favor of CAMRIN WILLIAM.

26. Acceptance of Terms

The clicking of the box on the section of "Do You Agree to the Terms & Conditions" on the CAMRIN WILLIAM Work Order Page, and/or signature of client below, shall be evidence acceptance of these terms.

X_____ DATE

CLIENT SIGNATURE

X_____ CLIENT PRINT NAME

X_____ ACCEPTED BY

X_____ ACCEPTED BY PRINT NAME