

ESTIMATE

Estimate #CEM091318

DATE

Client Name
c/o Agency Name
Address
Phone Number

.....
Client: Client Name
Designer: Broderick Adé Hogue
Project: Project Summary

.....
Description Subtotal

Description of Assignment \$00.00

Usage Rights: The client may use the artwork in all print, online, and broadcast media for a period of 365 days.

.....
Estimated Total // \$00.00
Deposit Due // \$00.00

Timeline: **XX weeks**
Revisions: 2 rounds (any additional edits will be billed at a rate of \$XX/hr)
Deposit: 50% of the estimated total is due before work begins. Remaining balance is due immediately, upon completion. Deposits are non-refundable if project is canceled by you, the client. Production cannot begin until deposit is received.
Payment: All payments are due within 15 days of invoice, unless otherwise discussed. All invoices not paid within 15 days are considered past due and are subject to a late fee of \$50. When an invoice is 30 days past due, monthly late charges of 18% will be assessed on unpaid balances every 30 (thirty) days it remains overdue.
Expiration: **XX/XX/XX**

Printed Name: _____ Signature: _____ Date: _____



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hi@adehogue.com
828.301.4443

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TERMS + CONDITIONS

Materials & Information

Client will provide all content, outlines, photos, project images, and descriptions necessary for any special projects. Source material must be clear and legible. Client is responsible for furnishing all pertinent information, and for furnishing accurate, truthful & complete information necessary for Service Provider to perform or complete the agreed services or project.

Delivery

Completed projects are delivered via Cloud Storage, email, FTP, U.S. Mail, or other means as required by the Client. Client is responsible and will be billed for all shipping and handling costs. Any shipping & handling will be pre-approved by Client in writing before expenses are incurred.

Accuracy

Client assumes full responsibility for acceptance of work or services performed and agreed upon, as well as final proofing and accuracy. Service Provider is not responsible for errors or omissions.

Revisions/Author Alterations

AA's represent work performed in addition to the original specifications. Such additional work shall be invoiced on an hourly basis. Service Provider will inform Client in writing before hourly AA's are performed and invoiced. No additional payment shall be made for changes required to conform to the original assignment description.

Cancellation/Kill Fee

In the event of cancellation of this assignment, ownership of all copyrights and the original artwork shall be retained by the Designer, and a cancellation fee for work completed, and expenses already incurred, shall be paid by the Client. Cancellation fee is based on the hours submitted, if the project is on an hourly basis or a percentage based on the time estimate for the entire job. A 100% cancellation fee is due once the project has been finished, whether delivered to the client or not. If the project is on an hourly basis and project is canceled by the client, the client agrees to pay no less than 100% of the hours already billed for the project at the time of cancellation plus a flat fee of \$250 or 50% of the remaining hours that were expected to be completed on the project, whichever is greater.

Copyrights & Licensing

First, Client guarantees that all elements of text, images or other artwork Client provides to Service Provider are either owned by Client, or Client has permission to use them.

Then, when Client's final payment has cleared, copyright will be automatically assigned as follows (unless otherwise agreed upon in the signed estimate):

Client will own the visual elements that are created for this project. Service Provider will give Client the finished files and Client should keep them somewhere safe as Service Provider will only archive them for 90 days past the completion of the project. Client owns all elements of text, images and data Client provided, unless someone else owns them.

Client will own the unique combination of these elements that constitutes a complete design, unless the Parties agree otherwise.



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Service Provider reserves the right to display and link to Client's project as part of Service Provider's portfolio and to write about it on websites, in magazine articles and in books. Further, Service Provider may include the design in any future compilation, in any form, of his artwork, and shall be entitled to offer the compilation for sale without restriction, provided that Client's project is only used as an example of Service Provider's artwork along with other pieces of Service Provider's artwork. Service Provider understands that some projects may require they remain private for a certain period of time before the public may view them. Service Provider will always respect those time frames provided that they are communicated to Service Provider in writing and that the restrictions are reasonable based on the Client's specific situation.

Indemnification/Release of Liability

Client shall indemnify, defend and save Service Provider harmless from any and all suits, costs, damages or proceedings, including, but not limited to, Service Provider's services, pertaining to any and all litigation in which the Client is a party. Client shall pay all expenses incurred by Service Provider including, but not limited to, all attorneys' fees, costs and expenses incurred should Service Provider be named a party in any litigation to which Client is a party, or as a result of any acts or omissions of Client. Client shall further indemnify and hold harmless Service Provider and its agents, officers and directors from liability for any and all claims, costs, suits and damages, including attorneys' fees arising directly or indirectly out of or in connection with the operation of Client, and from liability for injuries suffered by any person relating to the Client. This agreement to indemnify Service Provider is not limited to any acts or omissions, statements or representations made by Service Provider in the performance and/or nonperformance of Service Provider's duties hereunder and relating to all contractual liabilities, which may be alleged or imposed against Service Provider. All reasonable precautions will be taken to safeguard the property entrusted to Service Provider. In the absence of negligence, however, Service Provider will not be held liable for loss, destruction or damage of any kind resulting from items which are lost or delayed in transit, whether such transit is electronic, fax, mail or otherwise, nor for unauthorized use by others of such property. Service Provider will not be held liable for any incidental, consequential or indirect damages, including without limitation damages for loss of profits, business interruption, loss of information, plagiarism, etc. Service Provider will not be held liable for typographical omissions or errors.

Service Provider shall defend, indemnify and hold the Client, its officers, members, managers, employees, agents, successors, and assigns harmless from and against any and all liabilities, claims, demands, expenses, losses, damages, or judgments awarded by a court of final jurisdiction, or settlements, (including, without limitation, attorneys' fees, court costs and litigation expenses) arising from the Service Provider's: (i) gross negligence or willful misconduct; or (ii) material breach of this Agreement (including any breach of the Service Provider's representations and warranties hereunder). This indemnification is to include, but is not limited to, attorneys' fees and any other expenses incurred by the Client in defending or processing any claim arising as a result of the Service Provider's obligations under this Agreement.

In addition, Service Provider shall defend, indemnify and hold the Client, its officers, members, managers, employees, agents, successors, and assigns harmless from and against any and all liabilities, claims, demands, expenses, losses, damages, or judgments awarded by a court of final jurisdiction, or settlements, (including, without limitation, attorneys' fees, court costs and litigation expenses) arising from or relating to any claim that the utilization of any of the Services or Deliverables constitutes an infringement, misappropriation, or other violation of the intellectual property rights of any third party. If any Service or Deliverable becomes the subject of any infringement claim or action, then Service Provider shall, in its reasonable discretion and at its own cost and expense replace the same with an equally suitable, functionally equivalent, compatible, non-infringing Service



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or Deliverable. If Service Provider, in its reasonable discretion, determines that none of the foregoing is commercially reasonable, either party may terminate this Agreement, in which case Service Provider will refund to Client all amounts paid by Client for such Service, Deliverable, or Work Product. Notwithstanding anything else in this paragraph, Service Provider shall be under no obligation to indemnify or hold harmless the Client or any of its officers, members, managers, employees, agents, successors, or assigns to the extent that any litigation is caused, in whole or in part, by any elements of text, images, or other artwork provided to Service Provider by Client.

Expiration & Modification

This Agreement shall remain in effect until such time as one or the other Party provides written notice of cancellation. This Agreement may be modified or amended as necessary after negotiations initiated by either Party. If agreement is reached, only a written instrument signed by both Parties will modify or amend this Agreement.

Payments

Deposit and final payments can be made electronically or by mail. All electronic payments are subject to a +3.75% service charge. Those can be paid via PayPal (paypal.me/adehogue) or Square. Checks should be made payable to:

Broderick Adé Hogue
1164 W Grand Ave, Apt 2F
Chicago, IL 60642

NSF Fees

There is a \$50 NSF (insufficient funds) fee for returned checks.

Late Payments

Payments not received by due date will result in work cessation. Service Provider reserves the right to refuse completion or delivery of work until past due balances are paid. All invoices not paid before the due date stated above are considered past due and are subject to a late fee of \$50. When an invoice is 30 days past due, monthly late charges of 18% will be assessed on unpaid balances every 30 (thirty) days it remains overdue.

Lien

All materials or property belonging to Client, as well as work performed, may be retained as security until all just claims against Client are satisfied.

ALL SOUND GOOD?

Great! I look forward to the opportunity of working with you. Please call me if you would like to discuss anything contained in this contract. If the above provisions, meet with your approval, please sign below and return a signed copy. Your execution of this document constitutes a binding contract between you, as Client, and myself, Broderick Adé Hogue.

Sincerely,



Broderick Adé Hogue

Printed Name: _____ Signature: _____ Date: _____



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