

WORKING AGREEMENT

PURPOSE:	The purpose of this instrument is to insure that both the artist, Robert Gray, and the party contracting the artist's services, here in after referred to as "client", establish a working agreement. Terms, language and definitions contained herein will be agreed upon and form the basis of all continued communication between client and artist. Each assignment will be subject to additional contractual conditions particular to the assignment and will not begin until the assignment parameters are agreed upon.
CONTRACT:	Document defining scope of assignment, requirements and responsibilities of client and artist, and transferring of copyrights from artist to client.
FEE:	An amount determined by the artist to be a fair price for the transfer of contracted copyrights to the client. This fee will be determined by the client's intended use. It is not an hourly rate. It will not be exceeded unless client changes are made while work is progressing. (See "Changes"). This amount is negotiable. Expenses and production costs are not ordinarily included in the fee.
PRODUCTION:	Production includes those tasks necessary to create the final physical artwork, such as: mechanicals, overlays, or composer output and separations. Other designers wishing to contract production work only from the artist will provide a rough layout which will include placement of all elements with precise measurements, all column and margin measurements, all type specifications including size, leading and typeface and all printing requirements. Any specifications or measurements left to the artists judgment will be considered design and the time expended completing those tasks will be charged at the design rate.
INSTRUCTIONS:	Artist can not be responsible for verbal instructions. All instructions must be written or diagrammed.
DEADLINE:	Deadlines can be hard or soft. Hard or "Drop" deadlines are those that must meet a publication date or must coincide with another event such as a business opening, trade show date, a dated event, or a state or federally mandated requirement. A soft deadline is a hoped for, or target date created for the sake of scheduling. Soft deadlines are often changed by the client during the progression of the work but must take into account the artist's scheduling of hard deadlines for other projects. Changing soft deadlines may incur rush charges if moved to an earlier date.
RUSH:	Projects differ greatly. A standard turnover is difficult to state. If a client requires a job that requires the changing of the artist's workload schedule it may be considered a "Rush" job. The client will be informed at the outset that the job may require an overtime charge that cannot be determined at the time of the contract, but may be charged up to and not to exceed double the fee.
CHANGES:	Two types of changes will be defined here: <ol style="list-style-type: none">1. The first constitutes those changes that alter the nature or definition of the contracted job. These changes will result in upward modification of the fee, and if left to the artist will be billed and payable upon delivery of the artwork, or the entire contract may be renegotiated at the time of the change. In which case the artist will be paid in full for work accomplished according to cancellation terms elsewhere in this agreement and a new contract negotiated. (See "Cancellation").2. Minor changes may be incidental changes in text, proofing corrections, or minor changes in design or artwork. If these are made after preliminary approval to design or art, and are not the result of an error by the artist, they will be charged to the client based on the artist's hourly rate. If there are text changes made at any stage, they will be charged to the client. Proofreading corrections will not be billed to the client until after final typographical output. In such a case client will be liable for charges at hourly rate plus cost of materials of output and reproducing mechanicals if necessary.
PROOFS AND APPROVALS:	Whenever possible artist will submit a proof that will be initialed and dated by the client. However, if client chooses to direct the printing of the job, it will be the client's responsibility to assure that all the production work is correct. The artist will be responsible for the changes due to his error. He will correct such errors in artwork and negatives free of charge, but will not be responsible for errors found in printing.
EXPENSES:	All costs to artist arising directly from the execution of the contracted assignment. Expenses must be estimated and stated in the contract, may not exceed 10% over estimate without consulting the client and may include but are not limited to materials, vendor costs, travel, messengers, meetings with clients, etc.
CANCELLATION:	If cancellation occurs after completion, the cancellation fee is 100% of the original fee and expenses, unless the client is reasonably dissatisfied with the quality of the work submitted. In such a case, the fee will be 66% and all expenses and all rights and the artwork will be retained by the artist. If cancellation occurs before completion, the fee will be set according to the amount of work completed but no less than 50% of the original fee. In the event of reasonable dissatisfaction, the fee shall be no less than 33% and all expenses and all the rights and the artwork will be retained by the artist. If cancellation occurs during or after the completion of preliminary work, the client will pay a fee based on the artist's hourly rate of \$95.00. If preliminary or incomplete work which was previously cancelled should later be used as finished art, the client will pay the entire unpaid balance of the original fee.

NON PERFORMANCE: In the event of non-performance, or cancellation by the artist due to circumstances beyond the control of either party the terms under "Cancellation" will prevail. The only exception being, the client may retain one time usage of the artwork, provided it can be established that the client entered into a contract with a third party contingent upon the client's contract with the artist. If the artist simply fails to deliver due to non-performance the client may feel free to use all designs and art as the client wishes. If there is a dispute however, terms under "Cancellation" will apply.

PRELIMINARY WORK/ART: This includes all work which is presented by the artist to the client for approval. Contract may be made contingent upon client's approval. In the event that the artist cannot submit any work to meet client's requirements, terms under "Cancellation" will apply. Preliminary designs will ordinarily include three rough or "tissue" presentations, and one rough comprehensive (comp) presentation. Finished comps (detailed pieces approximating finished product), or additional tissues will incur additional charges unless contracted.

RETAINER: Monthly fee paid to artist by client based on estimated yearly client expenditure. Retainer is deducted from the client's monthly bill, but is not refundable if the client fails to reach estimated expenditure. Retainer guarantees client priority to artist's work schedule, but cannot void contracts with other clients. Retainers will require an addendum to the "Working Agreement."

PAYMENT: Since the artist is an individual and is not supported by any collection system, terms can not be extended past delivery without substantial charges added for the possibility of collection that may exist in any extension of payment. The artist regrets any inconvenience to the client's bookkeeping policies but can not offer terms other than the following; 50% of fee and expenses will be received before any work begins. The remainder will be paid on receipt of final art. If contract includes art direction and printing direction by the artist, payment will be 1/3 of fee and expenses before work begins, 1/3 upon completion of final art, and 1/3 upon receipt of printed matter. Additional fees for art direction may include a fee paid to printer if printer is directed to deliver final printed matter and collect artist's fee.

RELEASES: Client will indemnify artist against all claims and expenses, including reasonable attorney's fees, due to uses which exceed authority granted by a release. Client will also indemnify artist against all claims and expenses arising from claims and statements made by client or his authorized agent, in any advertisement or publication in which artist participated.

COPYRIGHT: Client's rights are limited to reproduction, and do not include alterations or changes to the artwork. If changes are required, it is customary to contact the original artist to contract for such changes. Should the artist be unable to make them, the client may then feel free to alter the artwork without violation of the artist's copyrights.

The transfer of, and the limitations to, the right to copy the artist's work, are what is bought and sold in each transaction. No rights are transferred except those specified in writing. It is up to the client to make himself aware of Federal copyright statutes and his legal rights and responsibilities. The artist will answer any questions regarding copyright and direct the client to sources of information if so requested.

OWNERSHIP OF DATA: If the original art is created on a computer, the computer files are considered "tools of the trade." As such, they remain the sole property of the artist.

TAXATION: Transfer of copyright is considered a philosophical transaction and is not subject to state sales tax. Mechanicals, storyboards, negatives, computer output and other physical products to be used as end items, or in the production of other end items, however, are taxable. Tax will be charged on these items unless a resale card is submitted by the client.

I certify that I am an authorized agent of the client, and hereby agree to terms set forth in this working agreement. I further agree to abide by all addenda and contracts entered into with undersigned by my firm, my authorized agents, and/or myself.

FIRM _____ DATE _____

AUTHORIZED SIGNATURE _____

ARTIST SIGNATURE _____ DATE _____