

LETTER OF AGREEMENT

Effective Date: December 8, 2014

Illustrator: GeekArtist Web Solutions, LLC (hereinafter referred to as "Artist")
4314 Princeton Dr
Garland Texas 75042

Commissioned by: Name _____
Address _____



DESCRIPTION

Subject Matter: Illustrative images (hereinafter referred to as the "Artwork") created for a logo for the rebranding of You Little Tarte (hereinafter referred to as the "Project") and any merchandising products or promotional materials created in conjunction with or arising out of the creation of the Project.



COST & ESTIMATES

Cost: \$ _____
Time Estimate: _____

Cost estimate is based on the estimated time, and is subject to change, with written notice.



DUE DATES

Roughs: _____
Finals: _____



TERMS

1. Copyright Usage. Artist and Client acknowledge that Client shall at all times retain the copyright to the Artwork. All rights not expressly granted herein are retained by the Artist, including any electronic rights or usage, and including, but not limited to, all rights in sketches, comps, or other preliminary materials. Any use additional to those expressly granted herein require arrangement for payment of a separate fee.

A. Licensing. Artist hereby grants to Client a permanent license to use the Artwork in accordance with the paragraph above entitled "Copyright Usage". Artist may not issue a license for the Artwork to any other entity without express written consent of the Client. Client does not have the license to use the material in any way not specified, and must

negotiate that license with the Artist separately. License is granted when Artist is paid in full.

B. Estimates. All fees are based upon the time estimates specified. Actual time on project may vary, but will not exceed estimate without written consent of Client.

2. Compensation. Client agrees to pay Artist the sum of \$999. Upon the acceptance by Client of the final version of the last image required for the project, the project shall be deemed completed and Client agrees to pay Artist the sum of \$999. **Client is allowed the price of \$999 for 3 concepts, up to 3 changes once 1 concept is chosen. The price increases if more concepts/iterations are requested.**

3. Royalties. Artist will receive no royalties.

4. Revisions. Client will pay Artist an additional fee of \$50 for revision made to any sketch after Client has approved that sketch, and for all revisions that reflect a new direction of the assignment or new conceptual input. Client agrees to pay Artist an additional fee, to be negotiated separately, for changes requested to final Artwork where client asked Artist to proceed directly to final Artwork. No additional fee shall be billed for changes required to bring final Artwork up to original specifications or assignment description. Client agrees to offer Artist the first opportunity to make any changes to final Artwork.

5. Cancellation and Kill Fees. Cancellation (“kill”) fees are due based on the amount of work completed. Fifty Percent (50%) of the final fee is due within 30 days of notification that for any reason the job is canceled or postponed before the final state. One Hundred Percent (100%) of the total fee is due despite cancellation or postponement of the job if the Artwork has been completed. Upon cancellation or kill, all rights of the art revert to the Artist, and all original art must be returned, including sketches, comps, or other preliminary materials.

6. Credits. Client agrees to give Artist full credit for the Artwork in any merchandising, promotional materials or any other format in which Client uses the Artwork, as follows: A credit line will be used that is suitable to the design of any page on which the copyright and credits for the Artwork appears. Client agrees to pay an additional 50% of the total fee, excluding expenses, for failure to include credit line. Credit line is required independent of Artist’s signature, if the parties agree that Artist’s signature will be used with any of the images.

7. Payment. Payment for finished work is due upon acceptance, net 30 days. The Client’s right to use the work is conditioned upon receipt of payment within 30 days of acceptance and upon Client’s compliance with the terms of this agreement.

8. Permissions and Releases. The Client agrees to indemnify and hold the Artist harmless against any and all claims, costs, and expenses, including attorney’s fees, due to materials included in the Work 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. Miscellany. 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 may be modified only by an instrument in writing signed by both parties, except that Client may authorize expenses or revisions orally. No terms attached to any check for payment under this Agreement can modify the Agreement except under an independent instrument in writing signed by both parties. Any dispute regarding this Agreement shall be arbitrated in the Dallas metropolitan area under the rules of the American Arbitration Association and the laws of the State of Texas. A waiver of a breach of any of the provisions of this Agreement shall not be construed as a continuing waiver or other breaches of the same or other provisions. This Agreement shall be governed by the laws of the State of Texas, and Texas courts shall have exclusive jurisdiction and venue.

CLIENT: _____ Client Name/Business

Date: _____

By: Client Name

THE COMPANY: _____ GeekArtist Web Solutions, LLC

Date: _____

By: Janice Schwarz