At Peace With The Earth dba:

Voice: (303) 746-4579
Toll-free: (888) 845-2827

Email: SunSeaPromos@make-me-seen.com

Portfolio: http://www.make-me-seen.com

47 Ravine Court
Lochbuie, CO 80603

Date_____

Quote* **#** _____

Project Confirmation/Job # _____

Purchase Order # _____

*Based on rough specifications from client for the items and information listed. If the items and/or information change, fees will change accordingly. Client will receive new written quote prior to commencement of new specs for approval.

For/Client

Name _____

Business _____

Address _____

_____

Country _____ Phone _____

Email _____

Expenses	Amount

Job Description:

Service Includes:

Client to provide prior to start of work:

Price or quote for requested work. . . . . **

***See Deposit/Fee Payment Terms Page 5*

The following additional fees may apply:

- Additional design comps - billed per comp @ . . . . . **$42/per comp**
- Print Buying Services (includes directly contacting printers for price quotes, specifying papers, monitoring printing quality and deadlines, etc.) - billed in 1/2 hr. increments @ . . . . . **$42/per hour**
- The following services can be custom quoted separately or added to the above package with a revised quote for bulk discount pricing: illustration, photo collage, extensive photo retouching, information graphics (ie: charts, graphs, maps), splash pages, extensive typesetting, desktop scans beyond the first 10, print buying
- See **Price/Rate Guide** (available upon request) for any additional services needed beyond what's listed.
- Shipping and handling charges.
- 100% Rush Charges will be applied on any request for 5 business days or less turnaround time or any quantity of work that requires overtime (more than 40 hours per work week) to accomplish.

Expenses/3rd party services billed directly to client:

- Any services required to complete client's job above $100.00
- Stock Photography/Illustration . . . . . **per each Stock company's pricing and terms**
- Commercial Printing or Finishing Services . . . . . **per individual company's pricing and terms**

et Cetera...

- **All of my clients receive "optimum service" and you will too — because I utilize a first come, first served basis.** Therefore I CANNOT guarantee deadlines when required materials and/or proofs are not provided to me as per project schedule.
- Rates are calculated by 1/4 hour increments.
- Quote pricing is good for 30 days from date of quote.

**** Fee Payment Terms/Schedule** A 50% deposit is required on all jobs over $100.00 upon signing of **Job Quote/Confirmation** by Client and prior to commencement of work, unless otherwise agreed upon. **Full payment of balance is due upon your/Commercial Vendor's receipt of satisfactory work as described above, unless otherwise agreed upon.**

Deposit of: 50% of chosen option **due:** prior to start of project if not paid in full prior to commencement of project.

Make checks payable to: Claudia Beck **or:** At Peace With The Earth

Payments may be made online via a *PayPal* generated invoice using your Credit Card, Checking Account or *Pay Pal* account to: SunSeaPromos@make-me-seen.com (Contact me if you choose this option so I can generate and email you an itemized invoice.)

Subject to all terms and conditions above and on the following page unless objected to in writing before work begins.

Cancellation Fees If Client cancels job after artist's receipt of Client-signed **Quote/Confirmation**, **payment percentage of stated Quote Amount is due as follows:**

- Before sketches/roughs/comps = 10% of stated Quote Amount
- After sketches/roughs/comps = 50% of stated Quote Amount
- After project completion = 100% of stated Quote Amount

Job Progression Process

1.) After your approval of quote and payment/deposit as required, please print out this entire quote, sign and return to me via postal mail, fax (call for number) or electronically scanned emailed copy. Non-US clients: detailed emailed confirmation is acceptable.

2.) I will request from you upon cleared funds any additional details and/or materials needed to complete your project.

3.) Delivery schedule depends upon the timeliness of any necessary materials submitted and proofs returned to me.

Delivery Schedule Will be completed if requested by Client, upon approval of quote and after final discussion of project needs if requested by client. ***Dates may change if agreed upon deadlines are not met.*** Dates are conditional upon receipt of all materials, approvals and advances to be supplied by client on their due date to Artist. Project deadlines can slip substantially if the below mentioned deadlines are not met.

1st Proof(s):

Final Proof(s):

Final Version:

Additional Notes **Thank you for contacting *Sunflowers and Seagulls* for your business promotional needs. *Your success is my success!***

Adjacent Credit Required ___Yes ___ No ___ In copyright form: © ___ Other: ✔

Rights Transferred The Artist transfers to the Client the following exclusive rights of usage: **All**

Title or Product:
Category of Use:
Medium of Use:
Edition:
Geographic Area:
Time Period:

Any usage rights not exclusively transferred are reserved to the Artist. Usage beyond that granted to Client herein shall require payment of a mutually agreed upon additional fee subject to all Terms. Any transfer is conditional upon receipt of full payment. Artist reserves the right to use said Project for self-promotional purposes no matter what rights are transferred.

Terms

Time for Payment - All invoices are due payable upon receipt of final work. A 2% monthly service charge is payable on all overdue balances. The grant of any license or right of copyright is conditioned on receipt of full payment.

Default in Payment - The Client shall assume responsibility for all collection of legal fees necessitated by default in payment.

Estimates - The fees and expenses shown are minimum estimates only. Final fees and 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 ten percent (10%) or more.

Quotes - The fees and expenses shown on quotes are the precise fees due, including any additional fees as mentioned. Final fees and expenses shall be shown when invoice is rendered. The Client's approval shall be obtained for any increases in fees that are not on the quote.

‡ **Changes -** The Client shall be responsible for making additional payments for changes requested by the Client in original assignment. However, no additional payment shall be made for changes required to conform to the original assignment description. **The Client shall offer the Artist the first opportunity to make any changes after project completion/publication.**

Expenses - The Client shall reimburse the Artist for all expenses arising from this assignment, including the payment of any sales taxes due on this assignment, and shall advance the amount as stated previously to the Artist for payment of said expenses.

Cancellation - In the event of cancellation of this assignment, ownership of all copyrights and the original artwork shall be retained by the Artist, and a cancellation fee for work completed, based on the contract price and expenses already incurred, shall be paid by the Client.

Work for Hire - No work prepared by Artist for Client, pursuant to this agreement or any other agreement, shall be considered a "work made for hire" as defined by sections 101 and 201(b) of the Copyright Act of 1976.

Ownership and Return of Artwork - The Artist retains ownership of all original artwork, whether preliminary or final, and the Client shall return such artwork within thirty (30) days of use unless indicated otherwise.

Credit lines - The Artist 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 above.

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

Modifications - Modification of the Agreement must be written, except that the invoice may include, and the Client shall pay, fees or expenses that were orally authorized in order to progress promptly with the work.

Uniform Commercial Code - The above terms incorporate Article 2 of the Uniform Commercial Code.

Code of Fair Practice - The Client and the Artist agree to comply with the provisions of the Code of Fair Practice, a copy of which may by obtained from the Joint Ethics Committee, P.O. Box 179, Grand Central Station, New York, New York, 10017.

Limitation of Liability - Client agrees that it shall not hold the Artist or his/her agents or employees liable for any incidental or consequential damages which arise from the Artist'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 the Artist or a third party.

Dispute Resolution - Any dispute in excess of $ (maximum limit for small claims court) 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 judgement 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 judgement in favor of the Artist.

Consented and Agreed To

Date

Artist's Signature

Authorized Client Signature

Client's Printed Name

Client's Title