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Contract for Professional Design Services

Table of Contents

1.0 Definitions

- 1.1 [Established Increment](#)
- 1.2 [Billable Expenses](#)

2.0 Service Request

- 2.1 [Detailed Description of Project](#)

3.0 Environment Graphics General Policy Information

- 3.1 [Right of Transfer](#)
- 3.2 [Releases](#)
- 3.3 [Code of Fair Practice](#)
- 3.4 [Warranty of Originality](#)
- 3.5 [Copyright Protection](#)
- 3.6 [Ownership and Return of Artwork](#)
- 3.7 [Limitation of Liability](#)
- 3.8 [Credit Lines](#)

4.0 Payment Policy and Billable Expenses

- 4.1 [Payment Policy](#)
- 4.2 [Default in Payment](#)
- 4.3 [Billable Expenses](#)

5.0 Estimates and Acceptance

- 5.1 [Estimates](#)
- 5.2 [Acceptance](#)

6.0 Client Alteration(s)

- 6.1 [Client Alteration\(s\)](#)

7.0 Cancellation and Termination

- 7.1 [Assignment Cancellation Policy](#)
- 7.2 [Assignment Termination Policy](#)

8.0 Dispute Resolution

- 8.1 [Dispute Policy](#)
- 8.2 [Arbitration](#)

9.0 Modification of Contract

9.1 Contract Modification Policy

1.0 Definitions

When the below terms are used in this contract, all terms will have the following meanings:

- 1.1 Established Increment: A pre-established date on which the Client and Environment Graphics LLC have agreed upon to have a portion of the material completed by.
- 1.2 Billable Expenses: A billable expense is an expense incurred by Environment Graphics LLC for any materials related to the Client's project that were not previously noted in the estimated expenses portion of the agreement but were required to complete the project.

2.0 Service Request

2.1 Detailed Description of Project:

- 1) TBD / Per project basis

Environment Graphics LLC

C/O Josh Edwards
PO BOX 1040
Goldenrod, FL 32733

3.0 Environment Graphics General Policy Information

- 3.1 Right of Transfer: The material transferred can be used only for the purposes stated in section 2.1. All other use(s) and modification(s) is (are) prohibited. All rights not transferred remain the property of Environment Graphics LLC. Usage beyond that granted to the Client herein shall require payment of a mutually agreed upon additional "Re-use Fee" subject to all terms. All materials, including the intermediate increment deliverables, may not be copied without the permission of Environment Graphics LLC and must be returned after use. Any images, logos, or other items provided to Environment Graphics LLC by the Client will remain under the Client's ownership.
- 3.2 Releases: The Client shall indemnify Environment Graphics LLC against all claims and expenses, including reasonable attorney's fees, due to Client's uses for which no release was requested in writing from Environment Graphics LLC or for Client's uses which exceed authority granted by a release by Environment Graphics LLC.
- 3.3 Code of Fair Practice: The Client and Environment Graphics LLC 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.**
- 3.4 Warranty of Originality: Environment Graphics LLC 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 Environment

Graphics LLC has full authority to make this agreement; and that the work prepared by Environment Graphics LLC does not contain any scandalous, libellous, or unlawful matter. This warranty does not extend to any uses that the Client or others may make of Environment Graphics LLC 's product, which may infringe on the rights of others. Client expressly agrees that it will hold Environment Graphics LLC harmless for all liability caused by the Client's use of Environment Graphics LLC's product to extent such use infringes on the rights of others.

- 3.5 Copyright Protection: The Client must protect all final art which is the subject of this agreement against duplication and alteration.
- 3.6 Ownership and Return of Artwork: The Client acknowledges and agrees that Environment Graphics LLC 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 Environment Graphics LLC'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.
- 3.7 Limitation of Liability: Client agrees that it shall not hold Environment Graphics LLC or its agents or employees liable for any incidental or consequential damages which arise from Environment Graphics LLC's failure to perform any aspect of the assignment in a timely manner, regardless of whether such failure was caused by intentional or negligent acts or omissions of Environment Graphics LLC or a third party. Furthermore, Environment Graphics LLC disclaims all implied warranties, including the warranty of merchantability and fitness for a particular use.
- 3.8 Credit Lines: Environment Graphics LLC 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. For any pieces of work where a line of credit is unwanted, the Client shall request in writing via email and receive approval from Environment Graphics LLC to remove the credit line.

4.0 Payment Policy and Billable Expenses

- 4.1 Payment Policy: Payment is due at each established increment as noted in the Production Schedule. All invoices for billable expenses are payable upon receipt. A 2% monthly service charge is payable on all overdue balances of increment payments and billable expenses. Payments are considered late at 12:00 a.m. the day after the established increment. Environment Graphics LLC retains all rights to all intermediate deliverables submitted at each increment. The grant of any license or right of copyright to the Client is conditioned on receipt of payment in full by the Client of the total amount due and all billable expenses.
- 4.2 Default in Payment: The client shall assume responsibility for all collection of any and all fees, including legal fees, and necessitated by default in payment.
- 4.3 Billable Expenses: The Client shall reimburse Environment Graphics LLC 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 of 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 Environment Graphics LLC for supervisory and handling time on all billable expenses shall be 10% of the billable expenses incurred. The Client shall advance 50% of the cost to Environment Graphics LLC upon the acceptance of the site design for payment of said billable expenses.

5.0 Estimates

- 5.1 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 increase in fees or expenses that exceed the original estimate by twenty percent (20%) or more.
- 5.2 Acceptance: Unless otherwise noted in the acceptance portion of the contract where increment dates of the production schedule are established, the Client shall either accept the deliverable and make the increment payment set forth in the Production Schedule within three (3) calendar days of a delivery or provide Environment Graphics LLC 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 Environment Graphics LLC 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 of three (3) days following the delivery of an increment deliverable. Any other termination of the assignment shall be considered a cancellation subject to the stipulations of section 7. Environment Graphics LLC shall designate Joshua Lee Edwards and the Client shall designate Phil Peachey as the only designated persons who will send and accept all deliverables and receive and make all communications between Environment Graphics LLC 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 five (5) calendar days notice to the other.

6.0 Client Alteration(s)

- 6.1 Client Alteration(s): There shall be no charges to the Client for revisions or corrections or additions made necessary by errors on the part of Environment Graphics LLC. Any other changes requested by the Client shall be considered Client's alterations if they are requested after the acceptance of the assignment. Any changes and additions not due to the fault of Environment Graphics LLC and requested by the Client before the approval of one of the assignments 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 offer Environment Graphics LLC the first opportunity to make any changes

7.0 Assignment Cancellations and Termination

- 7.1 Assignment Cancellation Policy: The Client may declare the cancellation of the assignment for reasons not related to assignment termination defined in section 7.2. In the event of cancellation of this assignment by the Client, any increment payments made prior to cancellation shall be retained by Environment Graphics LLC. In addition, if cancellation is prior to the delivery of the assignment, 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 an assignment, 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 Environment Graphics LLC or Environment Graphics LLC is liable to pay for, shall be paid by the Client in full. In the event of cancellation, Environment Graphics LLC retains ownership of all copyrights and any original artwork.

- 7.2 Assignment Termination Policy: In the event that work in progress is found by the client not to be reasonably satisfactory in accordance with the acceptance procedures in section 5.2, the client may pay a termination fee to terminate the assignment. Any increment payments made prior to termination shall be retained by Environment Graphics LLC. If assignment termination occurs prior to the acceptance of an assignment, 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 Environment Graphics LLC or Environment Graphics LLC is liable to pay for, shall be paid by the Client in full. In the event of termination, Environment Graphics LLC retains ownership of all copyrights and any original artwork created by Environment Graphics LLC. However, the Client retains all rights already purchased by Environment Graphics LLC on behalf of the Client from third parties.

8.0 Dispute Resolution

- 8.1 Dispute Policy: If Client is dissatisfied with the policies and decisions made by Environment Graphics LLC, Client has the opportunity to submit a written appeal. The appeal may be in the form of an email and may be sent to josh@environmentgraphics.com. Environment Graphics LLC reserves the right to uphold any decisions made regarding the dispute.
- 8.2 Arbitration: Any controversy or claim arising out of or relating to this contract or the breach, termination, or validity thereof, except for temporary, preliminary, or permanent injunctive relief or any other form of equitable relief, shall be settled by binding arbitration administered by the American Arbitration Association and conducted by a sole arbitrator in accordance with the AAA's Commercial Arbitration Rules. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, to the exclusion of state laws inconsistent therewith or that would produce a different result, and judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. Except as may be required by law or to the extent necessary in connection with a judicial challenge, or enforcement of an award, neither a party nor the arbitrator may disclose the existence, content, record or results of an arbitration. Fourteen (14) calendar days before the hearing, the parties will exchange and provide to the arbitrator (a) a list of witnesses they intend to call (including any experts) with a short description of the anticipated direct testimony of each witness and an estimate of the length thereof, and (b) pre-marked copies of all exhibits they intend to use at the hearing. Depositions for discovery purposes shall not be permitted. The arbitrator may award only monetary damages in accordance with this Agreement. Arbitration shall be conducted in Seminole County in the state of Florida unless otherwise agreed upon.

9.0 Modification of Contract

9.1 Contract Modification Policy: Modifications of the Agreement must be requested in writing, 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 work. Contract modifications are subject to Environment Graphics LLC's approval.

Thank you for choosing Environment Graphics. We look forward to working with you in the future.

Environment Graphics - PO BOX 1040 - Goldenrod, FL 32733

ph: 407-409-1357 fax: 480-393-4691