

\$50 One-Sided Postcard or Business Card and \$100 Two-Sided Postcard or Business Card:

I ask that you agree to this contract before I start on your web site design.

*What I, David Chipps,
the artist agree to...*

I, David Chipps, agree to have the finished specified quantity of postcards or business cards either mailed to you, the client, or I will deliver them personally to you. Fifty dollars gets you two-and-a half-hours worth of design labor on a one-sided business card or postcard. Please send me any preferences, logos, and/or images you would like included on the finished postcard or business card. One hundred dollars gets you five hours worth of design labor on a two-sided business card or postcard. You are responsible for paying for the licensing of any fonts used in the project and for covering printing costs. If you need a business logo, please see the logo packages.

Contract of Agreement:

Postcard or Business Card Concepts and First Viewing:

Within seven business days of receiving your company info, and deposit of half of all costs, I, David Chipps, will create a postcard or a business card for you, the client. The 50 dollar and 100 dollar business cards or postcards are a one-shot deal. I create the business card or postcard and then hand the items off to you for proofing. You send the business card or postcard back to me, so I can send the items to a printer. Once the business card or postcard has been printed, I will either mail you the items or hand deliver them to you. You are responsible for covering the cost of the licensing of any fonts used.

File Delivery:

After you, the client, have approved the postcard or business card, I, David Chipps, will send the approved files off to the printer (I will give you a few printers to choose from). Once the printed postcards or business cards have been returned, I will either mail them to you or hand deliver the items.

Ownership:

I, David Chipps, give you, the client, the right to use your new postcard or business card design in all media useful for your business promotion. I ask that you let me display your new business card or postcard and your full name, business name, and website address or company address, for testimonial and promotional purposes on my websites and in any printed ads.

Client pays for the cost of printing:

You, the client, are responsible for covering the cost of printing the postcard or business card designs. Printing costs can range anywhere from 100 dollars for 1000 cards to 500 dollars for 5000 cards.

Work Completed as Independent Contractor:

In completing your postcard or business card, it is understood that I, David Chipps, am completing the work as an independent contractor and not as work for hire. I am not your employee in any way.

Originality:

I, David Chipps, affirm that my postcard or business card designs are original, that I own the rights granted under this agreement, and that the rights granted do not conflict with any other known agreement.

Postcard or Business Card Redesigns:

The 50 dollar and 100 dollar business card or postcard are a one-shot design with a one-shot revision. I, David Chipps, will design the business card or postcard and hand that design to you, the client, to sign off on and then I will have those designs printed. There will be no redesigns of the business card or postcard.

Client Agreement:

In signing this contract, you, the client, agree that the money supplied is for a 50 dollar and a 100 dollar business card/postcard package.

You, the client, understand that any business card/postcard package designs created, but not accepted as the final design, are under the ownership of, myself, David Chipps.

You, the client, are responsible for the licensing costs of any third party font used in the creation of the business card/postcard package.

Contract of Agreement:

Use of Postcards or Business Cards:

You, the client, understand that once I, David Chipps, have been paid in full, I have the right to use the postcard or business card design in all media useful for business promotion, and I reserve the right to display the postcard or business card for my business promotional use (and as an example of my postcard or business card design on my website or printed on flyers).

You, the client, also give me, David Chipps, permission to use your full name, business address, and/or website address, for promotional purposes.

Design Modifications and Technical Support:

You, the client, should not modify the postcard or business card by yourself or by a third party without first contacting me. If the postcard or business card is modified by a third party, I am not responsible for fixing any issues that might arise from third-party work. No ongoing technical support is offered with this contract.

Copyrights and Trademarks:

It is up to you, the client, to copyright the postcard or business card design:

(<http://www.copyright.gov>)

Delays:

You, the client, agree to give me, David Chipps, more time if I become ill, am injured, or am delayed because of events beyond my control, like: fire, theft, computer failure, injury, and *acts of god*.

You, the client, should supply supporting files with this contract. If you fail to send the supporting files I, David Chipps, reserve the right to cancel the design project and refund a prorated amount of the deposit that covers the costs of work completed.

Termination:

You, the client, have the right to terminate this agreement if I, David Chipps, fail to complete the postcards or business cards within 60 days of the signing of this agreement or if illness or injury, or an event beyond my control, causes a delay of more than 60 days from the agreed delivery date. If terminated I shall refund a prorated amount of the deposit and keep the portion of the deposit that covers time spent on the project. If I have not put time into the project, I will refund you the full amount.

Liability:

I, David Chipps, am not liable for any legal damages or financial losses due to the use of the created cards. All fonts used on the cards will have their licensing paid for by you, the client, and you will have a copy of all fonts used at the end of the design.

Arbitration:

Any disputes that arise from producing the postcards or business cards will be submitted to binding arbitration by a third party agreed upon by myself, David Chipps, and you, the client.

Choice of Law:

If any legal disputes arise, they will be governed by the laws in the country and state where I, David Chipps, reside, not by the country or state where you, the client, reside. All legal issues will be handled in the United States by the state of Oregon. By signing the agreement, your purchase falls under Oregon state and United States federal law.

Note:

Before you sign below, please make sure you understand all of the above agreement. If this contract is acceptable to you and you are paying with paypal, please return a copy of this agreement to my email with your signature and retain one copy of this agreement for your files. If this agreement is not acceptable to you, please contact me for any changes that might be helpful.

Client Signature:

Date:
