

Computer Publishing Concepts Official Estimate and Contract Confirmation Form

This page and Terms and Conditions pages revised 1-1-2004

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sales@cpwebsite.com

Terms and Conditions — Page 2, if downloading online, please make a copy of both pages.

TO: _____ **DATE:** _____

COMMISSIONED BY: _____

ASSIGNMENT NUMBER: _____

**CLIENT'S PURCHASE
ORDER NUMBER:** _____

ASSIGNMENT DESCRIPTION: _____ **DELIVERY DATE:** _____

(Predicated on receipt of all materials to be supplied by client. Additional materials subject to fees indicated on CPC pricelist except as provided on Page 2-Terms and Conditions. All contract extensions must be agreed to by both CPC and the client in writing. NO EXCEPTIONS)

**MATERIALS
SUPPLIED BY:** _____

FEE PAYMENT SCHEDULE:

ESTIMATED EXPENSES:

The client shall reimburse CPC for all expenses. Expense amounts are estimates only. All third-party work will be paid by the client.

**ILLUSTRATION-
(VIA CPC):** _____

TOLL TELEPHONE: _____

**ILLUSTRATION-
THIRD PARTY
BROKERED BY CPC:** _____

**GAS, TRANSPORTATION
& TRAVEL:** _____

SHIPPING & OTHER INSURANCE: _____

MATERIALS & SUPPLIES: _____

**MANDATORY
NON-REFUNDABLE
DEPOSITIS**

OTHER EXPENSES: _____

FOR EACH SERVICE: _____

**PRINTING - THIRD PARTY
BROKERED BY CPC:** _____

SUBTOTAL: _____

**CLIENT ALTERATIONS
(See Delivery Date):** _____

MI 6% SALES TAX (Where applicable): _____

TOTAL: _____

RIGHTS USAGE: The Designer transfers to the Client the following exclusive rights of usage.

TITLE OR PRODUCT (Name): _____

CATEGORY OR USE (Ad, corporate, professional, etc.): _____

MEDIUM OF USE (Magazine, website, TV, Book, etc.): _____

EDITION (If Book - Hardcover, mass market paperback, etc.): _____

GEOGRAPHICAL AREA (If Applicable): _____

TIME PERIOD (If Applicable): _____

NOTE: Any rights not exclusively transferred are reserved to CPC. Usage beyond that point granted to the client herein shall require payment of a mutually agreed upon additional fee subject to all terms. Any transfer of rights is conditional upon receipt of full payment.

Computer Publishing Concepts

Page 2 — Terms and Conditions

If agreeing to the Terms and Conditions, please send a FAX to (810) 659-9212, send via regular mail or e-mail with this signed page to sales@cpwebsite.com. Send both pages if you are signing a contract.

• = Item can be negotiated in addition to, but cannot replace, the terms already stated. For all orders, filling out the blank spaces is optional and is not required to satisfy acceptance of the Terms and Conditions.

1. Time For Payment:

All invoices are payable within 30 days of receipt. A 1.5 percent 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.

2. Default in Payment:

The Client Shall assume responsibility for legal fees necessitated by default in payment.

3. Estimates:

The fees and estimates shown are minimum estimates only. CPC does make every effort to honor the estimated price, however, any additional costs shall be shown when invoice is rendered and client approval shall be obtained by CPC for any increases in fees that exceed the original estimate by 10 percent or more.

4. CPC Error and Author

Change Policy:

Errors on the part of CPC will be corrected free of charge. We do proof read our work, however, **final proofreading is the responsibility of the client**, who will be required to sign a release upon completion of a job, and **clients doing business with CPC via the Internet will be asked to return one-half of the form postmarked in 10 working days upon receipt of the work**. After that 10 day period, the work will be considered by CPC to have been accepted by the client. Any client changes after the release is signed will be charged for all work in which the changes appear. No additional payments will be required for changes necessary to conform to the original assignment description. The client shall offer CPC the first opportunity to make any changes.

• 5. Expenses:

The Client shall reimburse CPC for all expenses arising from this assignment, including the payment of any sales taxes due on this assignment, and shall advance a non-refundable deposit of:

\$ _____
to CPC for payment of said expenses.

6. Cancellation:

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

• 7. Ownership And Return of Artwork:

CPC 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 below:

• 8. Credit Lines:

CPC 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:

9. Releases:

The client shall indemnify CPC 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 license.

10. Modifications:

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

11. Warranty of Originality:

CPC warrants and represents that, to the best of his / her 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 CPC has full authority to make this agreement; and that the work prepared by CPC does not contain any scandalous, libelous or unlawful matter.

This warranty does not extend to any uses that the client or others may make of CPC's product which may infringe on the rights of others. Client expressly agrees that it will hold CPC harmless for all liability caused by the client's use of CPC's product to the extent such use infringes on the rights of others.

12. Limitation of Liability:

Client agrees that it shall not hold CPC or its agents or employees responsible for any incidental or consequential damages which arises from CPC'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 CPC or a third party.

13. Dispute Resolution:

Any disputes in excess of **\$3000** (maximum amount for small claims court in Michigan) arising out of this agreement shall be submitted for 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 CPC. For more information about the American Arbitration Association, visit their website at <http://www.adr.org/index2.1.jsp> or by contacting their headquarters at **335 Madison Ave., Floor 10, New York, NY 10017. Phone: 800-778-7879 — FAX: 212-716-5905.**

14. Purchases by a Minor:

Parental consent must be obtained in advance for purchases by anyone younger than 18 years of age, in accordance with CPC's Privacy Policy and Special Privacy Notes for Children and Parents, at <http://www.cpcwebsite.com>. This is in addition to the Federal Trade Commission's Children's Online Privacy Protection Act (<http://www.ftc.gov/kidzprivacy>), which CPC follows.

15. Acceptance of Terms:

Everyone doing business with CPC must sign a contract, including online, face-to-face contact and via e-mail and other electronic means, and contract clients who wish to pay in payments negotiated in this contract. The signature of both parties shall evidence acceptance of these terms. **All materials used in the job must be presented to CPC prior to start of a job. Updates during the initial work are subject to additional charges.**

Consented and agreed to:

DATE: _____

DESIGNER'S (CPC) SIGNATURE: _____

Required only when a contract is agreed upon

AUTHORIZED SIGNATURE: _____

Required to satisfy Terms and Conditions and when contract is signed (Parents sign here)

CLIENT'S NAME AND TITLE: _____