



A division of Lighthouse Communications, Incorporated

Project Confirmation Agreement

Agreement as of this ____ day of _____, between _____, located at _____ (hereinafter referred to as the "Client") and Downeast Creative Services, located at Causeway Commons, Rt. 1, Machias, Maine 04654 (hereinafter referred to as "DCS"). WHEREAS DCS is a professional publications and marketing service of good standing; WHEREAS Client wishes DCS to provide certain services described herein; and WHEREAS DCS wishes to provide such services; NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants set forth herein and other valuable considerations, the parties hereto agree as follows:

Project/Service General Description:

Content Development Requirements:

Estimated Fees: \$ _____

Creative Design Requirements:

Estimated Fees: \$ _____

Technical Development Requirements:

Estimated Fees: \$ _____

Printing Requirements Description:

Estimated Fees: \$ _____

Quantities:
Colors:
Fold:
Mailing Requirements:

Dimensions:
Stocks:
Proof:
Delivery:

Other Specifications:

Total Estimated Fees: \$ _____ .

Note: Client agrees to pay sales tax, if required.

Deposit: At the time of signing this Agreement, Client agrees to pay DCS **25 / 50 percent of the estimated fee as a nonrefundable deposit against the total fee.**

Terms: Balance of fee due upon project acceptance and within fifteen (30) days of project completion date, Unless noted otherwise above. See additional terms as detailed on Page Two of this Agreement.

Expenses: Client agrees to reimburse DCS for all expenses of production including but not limited to scans, photography, digital media, shipping and mailing, color *laser* printouts, and other production-related expenses. Services, materials and shipping, in addition to those listed above, and rush charges incurred on proofs, films, or shipping at client's request, will be billed to the client. If Client suspends work for 14 days or more, all time and charges accumulated to date will become due and the job will be rescheduled.

Revisions: DCS will provide the Client with initial proofs and the opportunity to review and mark (1) one round of revisions within the established fees. Additional concept changes or revisions may be billed at the quoted hourly rate, depending on the service offered, plus the cost of other proofs requested by the Client.

Estimated Project Completion Date: _____



Downeast Creative Services

Page Two of Project Confirmation Agreement

1. **Terms.** A schedule of payments is outlined on Page One of this Agreement. A 1.5% monthly service charge is payable on all overdue balances. The grant of any license or copyright is conditioned on receipt of full payment. *Delays in scheduled payments may result in subsequent delays in production or delivery of proofs or film.*

2. **Changes.** Client changes represent work performed in addition to the original specifications or submitted concept(s). *Such additional work shall be charged at current rates.* Client will be notified of additional charges before the changes are made, and a verbal go-ahead shall constitute agreement.

3. **Cancellation.** In the event of cancellation, (or postponement of project 14 days or longer), ownership of all copyrights and their original artwork shall be retained by DCS.

Kill Fee. If the project is killed before submission of the initial concept, a cancellation fee of one third (1/3) the contract price shall be paid by the Client. If project has gone beyond submission of the initial concept, one half (1/2) of the contract price, *plus* additional time and expenses already incurred shall be paid by the Client upon presentation of the invoice.

4. **Ownership and Return of the Artwork.** Upon DCS' receipt of full payment, the final electronic files delivered to the Client shall become the property of the Client. The ownership of removable electronic storage media and of original artwork, including but not limited to sketches and other materials created in the process of making the design and/or publication as well as illustrations or photographic materials, such as transparencies, shall remain with DCS, and if delivered by DCS to Client with the mechanicals, shall be returned to DCS by bonded messenger, air freight, or registered mail within thirty (30) days of the Client's completing its use of the these materials.

5. **Copyrights.** The Client is encouraged to copyright all final work that is the subject of this Agreement against duplication or alteration. Copyright notice in the name of DCS shall not accompany the publication when reproduced, unless agreed upon by the Client.

6. **Authorship Credit.** Authorship credit in the name of "Downeast Creative Services, A Division of Lighthouse Communications, Inc." shall accompany publications authored by DCS when reproduced.

7. **Arbitration.** All disputes arising under this Agreement shall be submitted to binding arbitration and settled in accordance with the rules of the American Arbitration Association. Judgment upon the arbitration award may be entered in any court having jurisdiction thereof. Disputes in which the amount at issue is less than \$200 shall not be subject to this arbitration provision.

8. **Indemnification.** The Client shall indemnify and hold harmless DCS from any and all loss, cost, expense and damages (including court costs and reasonable attorney fees) on account of any and all manner of claims, demands, actions, and proceedings that may be instituted against DCS as a result of the Client's use of these publication services. DCS' liability shall be limited to stated selling price of any defective materials, and shall in no event include special or consequential damages, including profits (or profits lost). DCS states that all images used in its publications are copyright free or that fees for usage have been identified by DCS.

9. **Alterations to artwork.** Any electronic or other alteration of original art (color shift, mirroring, flopping, combination cut and paste, deletion, or other modification) creating additional art or alternate publication is prohibited without the express written permission of DCS. Any such unauthorized alterations shall constitute additional use and will be billed accordingly.

10. **Client Approval:** The Client is responsible for proofing the submitted final artwork for correct spelling, layout, errors and/or omissions. If proof is by FAX, it is the Client's responsibility to notify DCS of unclear or unreadable copy.

11. **Client Delays** in production may necessitate the project being reassigned a new position in the production schedule. This may result in significant delays for the completion of final publication, art, or film delivery.

12. **Pre-Film Proof** is a CMYK (process color) print of your art that very closely resembles what your finished printed publication will look like. We require at least one final *pre-film proof* of your complete publication art to ensure correctness of placement, copy, and especially color. Any changes in the concept or design may require additional *pre-film proofs*. Because of differences in equipment, processing, proofing substrates, paper, inks, pigments, and other conditions, Client agrees that *pre-film proofs* may be only approximations of final art, and *color proofs from negatives* should be used for final approval before going to press.

13. **Color proofs from negatives.** Because of differences in equipment, processing, proofing substrates, paper, inks, pigments, and other conditions, Client agrees that "*pleasing color*" constitutes acceptable delivery of art in film negative, transparency, or magnetic media.

14. **Specifications.** Our film output standard is: film negative, emulsion down, right reading; 150 line screens; 20% dot gain. It is your responsibility to notify us in writing of any changes to these specifications.

15. **Defects.** Claims for defects or damages must be made within seven (7) days after delivery. If no claim is made within the stated period, it shall constitute acceptance of the publication.

16. **Acceptance of terms.** The signature of both parties shall evidence acceptance of this Agreement.

CLIENT SIGNATURE OF CONSENT TO AGREEMENT

DATE

FOR DOWNEAST CREATIVE SERVICES
A DIVISION OF LIGHTHOUSE COMMUNICATIONS, INC

DATE