cbstudio
418 Johnson St.
Sausalito, CA 94965

Letter of Agreement

Client: _____

Project Description: _____

Usage: The Client retains all rights upon completion –
Cbstudio retains rights to reproduce for self promotion.

Permissions: The Client grants Cbstudio permission to access all related accounts to complete this project, including but not limited to – hosting, email, and financial payment services as needed in order to design, develop and set up the website.

1) Reservation of Rights: All additional rights are to be negotiated separately. Any use additional to that expressly granted above requires arrangement for payment of a separate fee.
2) Cancellation and Kill Fees: Cancellation ("kill") fees are due based on the amount of work completed. Fifty percent (50%) of the final fee is due within 30 days of notification that for any reason the job is canceled or postponed before the final stage. One hundred percent (100%) of the total fee is due despite cancellation or postponement of the job if the art has been completed.
3) Payment: Payment for finished work is due upon acceptance, The Client's right to use the work is conditioned upon receipt of payment within thirty days of acceptance, and upon Client's compliance with the terms of this agreement. A two percent (2%) monthly service charge will be billed against late payment.
4) Original Art: Original art if any, remains the property of the Artist unless expressed in the agreement. Client is responsible for return of original art in undamaged condition within thirty(30) days of first reproduction.
5) Permissions and Releases: The Client agrees to indemnify and hold the Artist harmless against any and all claims, costs, and expenses, including attorney's fees, due to materials included in 'the Work' at the request of the Client for which no copyright permission or privacy release was requested, or for which uses exceed the uses allowed pursuant to a permission or release.
6) Miscellany**:** This Agreement shall be binding upon the parties, their heirs, successors, assigns, and personal representatives. This Agreement constitutes the entire understanding of the parties. Its terms can be modified only by an instrument in writing signed by both parties, except that the Client may authorize expenses or revisions orally. No terms attached to any check for payment under this Agreement can modify the Agreement except under an independent instrument in writing signed by both parties.
Any dispute regarding this agreement shall be arbitrated in California under the rules of the American Arbitration Association and the laws of California. A waiver of a breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions. This Agreement shall be governed by the laws of California and courts of such state shall have exclusive jurisdiction and venue.

Total fee for service: _____
Retainer for service: _____
Terms of payment: _____

Client Name signature _____ date_____
Full Name

Christopher Blair: signature _____ date_____
Christopher Blair