

## **LIGHT+DARK**

### TERMS & CONDITIONS

#### **1. Payment**

All invoices are payable within 14 business days of receipt. A \$10 - service charge is payable on all overdue balances for reissuing each invoice at 30, 45, 60, 75 and 90 days from the date of original invoice. 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 cost outlays by **LIGHT+DARK** in all collections of unpaid fees and of legal fees necessitated by default in payment. Invoices in default will include but are not limited to fees for collection and legal costs.

#### **3 . Estimates**

The fees and expenses shown are minimum estimates only unless an hourly fee has been agreed upon. That fee will be \$80 per hour and **LIGHT+DARK** shall keep the client apprised of a tally of hours within a reasonable period of time. Final fees and expenses shall be shown when invoice is rendered. The fees and expenses shown are minimum estimates only unless the quote and/or invoice is clearly marked Firm Quote, otherwise the below stated hourly fee will be payable on all time over that which was quoted with a minimum in 15 minute increments.

#### **4. Changes/revisions**

The Client must assume that all additions, alterations, changes or revisions in content, layout or process changes requested by the customer, will alter the time and cost. The Client shall offer **LIGHT+DARK** the first opportunity to make any changes.

#### **5. Expenses**

The Client shall reimburse **LIGHT+DARK** for all expenses arising from this assignment, including the payment of any sales taxes due on this assignment, and shall advance **LIGHT+DARK** for payment of said expenses, including but not limited to Stock Photography, Artwork, Specialist Artists and or material needed for the project.

#### **6. Cancellation**

In the event of cancellation of this assignment, ownership of all copyrights and the original artwork shall be retained by **LIGHT+DARK**, and a cancellation fee for work completed, and expenses already incurred, shall be paid by the Client. Cancellation fee is based on the hours submitted, if the project is on an hourly basis or a percentage based on the time estimate for the entire job. A 100% cancellation fee is due once the project has been finished, whether delivered to the client or not. If the project is on an hourly basis the and project is canceled by the client, the client agrees to pay no less than 100% of the hours already billed for the project at the time of cancellation plus a flat fee of \$100 or 50% of the remaining hours that were expected to be completed on the project, whichever is greater.

#### **7. Ownership and Return of Artwork**

LIGHT + DARK retains ownership of all original artwork, whether preliminary or final, and the Client shall return such artwork within 7 days of use unless indicated otherwise below. If transfer of ownership of all rights is desired, the rates may be increased. If the Client wishes the ownership of the rights to a specific design or concept, these may be purchased at any time for a recalculation of the hourly rate on the time billed or the entire project cost.

## 8. Credit Lines

**LIGHT+DARK** and any other creators shall receive a credit line with any editorial usage.

## 9. Releases

The Client shall indemnify **LIGHT+DARK** against all claims and expenses, including attorney's fees, due to the uses for which no release was requested in writing or for uses that exceed authority granted by a release.

## 10. Modifications

Modifications of the terms of this contract must be written and authorized by both parties, involving the implementation of a new version of the contract as a whole following standard procedures of documentation and approval.

## 11. Uniform Commercial Code

The above terms incorporate Article 2 of the Uniform Commercial Code.

## 12. Code of Fair Practice

The Client and **LIGHT+DARK** agree to comply with the provisions of the Code of Fair Practice (which is in the Ethical Standards section of chapter 1, Professional Relationships).

## 13. Code of Fair Practice

LIGHT + DARK 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 form third parties is original or, if previously published, that consent to use has been obtained on an unlimited basis; that **LIGHT+DARK** has full authority to make this agreement; and that the work prepared by **LIGHT+DARK** 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 **LIGHT+DARK's** product that may infringe on the rights of others. Client expressly agrees that it will hold **LIGHT+DARK** harmless for all liability caused by the Client's use of **LIGHT+DARK's** product to the extent such use infringes on the rights of others.

## 14. Limitation of Liability

Client agrees that it shall not hold **LIGHT+DARK** or his/her agents or employees liable for any incidental or consequential damages that arise from **LIGHT+DARK's** failure to perform any aspect of the project in a timely manner, regardless of whether such failure was caused intentional or negligent acts or omissions of **LIGHT+DARK** or Client, any client representatives or employees, or a third party.

## 15. Dispute Resolution

Any disputes in excess of maximum limit for small-claims court arising out of this Agreement shall be submitted to binding arbitration before a mutually agreed-upon arbitrator pursuant to the rules of the The Australian Centre for International Commercial Arbitration (ACICA). The Arbitrator's award shall be final, and judgment may be entered in any court having jurisdiction thereof. The client shall pay all arbitration and court cost, reasonable attorney's fees, and legal interest on any award of judgment in favor of **LIGHT+DARK**. All actions, whether brought by client or by **LIGHT+DARK** will be filed in **LIGHT+DARK's** state/county of operation.

This contract is held accountable to the legal system of Victoria and any applicable statutes held therein.

## 16. Acceptance of Terms

The action of the sending and receipt of this agreement via electronic method will hold both parties in acceptance of these terms. The Designer as sender and the client as recipient will acknowledge acceptance of these terms either through an e-mail noting acceptance or acceptance is acknowledged at the beginning of any work on said project. Electronic signatures shall be considered legal and binding.