

Make clear each party's responsibilities for completing the process



Engagement Responsibilities

| Kmap Studios will be responsible for: | [Redacted] will be responsible for: |
|--|---|
| <ul style="list-style-type: none"> • "The Peachoid" Character incorporation • Production of Senior Slide Show and Trivia • Updates to Spots and PSA of last year • Deliver Media | <ul style="list-style-type: none"> • Provide photographs and written content for the 15 second spots • Write, conduct, and collect surveys and obtain photographs of Senior football team • Give notes in a timely manor |

Schedule

Will begin project immediately and strive for the last week of August or to completion with the understanding that timeline will be determined on client revisions and approval of each phase.

- August 4th Project Approval by client and Kmap Studios
- August 8th Senior photographs and surveys sent by [Redacted]
- August 20th Date of Editor Complete and Delivery of digital

*Dates of revisions are contingent on the timely return of revision notes by the client and the level of labor intensity are subject to change.

EXAM

This is page is added once the proposal has been agreed upon by both parties.



Terms

- 1) RESERVATION OF RIGHTS: All rights not expressly granted above are retained by the Artist, including any electronic rights or usage, and including, but not limited to, all rights in sketches, comps or other preliminary materials. Any use additional to that expressly granted above requires arrangement for payment of a separate fee.
- 2) REVISIONS: Three revisions are included in the project fee. A fee based on the Artist's rate of \$50 per hour will be charged for additional changes, as well as for revisions reflecting a new direction to the assignment, or new conceptual input past the second round of drafts.
- 3) CANCELLATION AND KILL FEES: Cancellation ("kill") fees are due based on the amount of work completed. One hundred percent (100%) of the total fee is due despite cancellation or postponement of the job if the art has been completed. Upon cancellation or kill all rights to the art revert to the Artist and all original art must be returned, including sketches, comps, or other preliminary materials.
- 4) CREDITS AND COPIES: Kmap Studios will retain the rights to use the piece in portfolio of work for hire.
- 5) PAYMENT: 30% of the total fee is due at the time of signing of this Agreement. Remaining payment for finished work is due upon acceptance. The Client's right to use the work is conditioned upon receipt of payment within 15 days of acceptance, and upon Client's compliance with the terms of this agreement. The monthly retainer fee shall be billed at the end of each month and is due within 15 days. A five percent (5%) monthly service charge will be billed against late payment.
- 6) 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.
- 9) MISCELLANEOUS: 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 [Redacted] under the rules of the American Arbitration Association and the laws of [Redacted]. 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 the State of [Redacted] and courts of such state shall have exclusive jurisdiction and venue.

[Redacted Signature]

Kevin McCreary, Principal
Kmap Studios
August 4, 2014

[Redacted Signature]

Title:
Date:

*This Agreement must be signed and returned before Kmap Studios can schedule or begin this job.