

All work is carried out by Artist Lorne McLean on the understanding that the client has agreed to the following terms and conditions.

**A) Alterations**

Any alterations requested by Client will be charged by the hour if they are made to artwork after Client has approved final sketches.

**B) Cancellation**

In the event of cancellation or breach by the Client, the Artist shall retain ownership of all rights of copyright and the original artwork, including sketches and any other preliminary materials. The Client shall pay the Artist according to the following schedule: fifty percent (50%) of original fee if cancelled after job has been started, one hundred percent (100%) if cancelled after completion of finished art.

**C) Default in Payment**

The Client shall assume responsibility for all collection of legal fees necessitated by default in payment.

**D) Estimates**

The fees and expenses shown are minimum estimates only. Final fees and expenses shall be shown when invoice is rendered. The Client's approval shall be obtained for any increase in fees or expenses that exceed the original estimate by ten percent (10%) or more.

**E) Limitation of Liability**

Client agrees that it shall not hold the Artist, BUZZFX, McLean Studios or his/her agents, employees, directors, officers, principals and servants of the firm liable for any incidental or consequential damages which arise from the Artist'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 the Artist or a third party.

**F) Original Artwork**

Original artwork, including sketches and any other preliminary material, remains the property of the Artist unless purchased by a payment of a separate fee.

**G) Rush Charges**

Rush Jobs will be billed an additional fee. A rush charge applies if you require work to be performed outside of normal business hours, weekends or under unusual (less than 7 days depending on the job) deadlines.

**H) Unauthorized Use**

The Client will indemnify the Artist against all claims and expenses, including reasonable attorney's fees, arising from uses for which no release was requested in writing or for uses exceeding the authority granted by a release.

**I) Advertising and Marketing Rights**

Artist retains the right to display the work in their corporate portfolios, unless exclusion is explicitly requested in writing by the client.

**J) Payment**

Payment will be due within 30 days of invoice date. If invoice(s) remain unpaid beyond 30 days from the date of the invoice (in addition to any other rights we may have) a 20% service charge will be billed for late payment on accounts under \$1000.00. A 15% service charge will be billed for late payment on accounts between \$1000.00-\$2000.00 and a 10% service charge will be billed for late payment on accounts over \$2000.00. Full use of artwork may only take place after full payment has been received. Any artwork or material previously published on websites or in print may be removed if payment is not received.

**K) Reproduction Rights**

Any transfer of rights is conditional upon receipt of full payment.

**L) Additional Artwork/Revisions**

Revisions or additionally requested artwork will be billed at the hourly rate.

**M) Usage**

Any usage rights not exclusively transferred are reserved to the Artist. Usage beyond that granted to the Client herein shall require payment of a mutually agreed upon additional fee subject to all terms.

**N) Abandoned Status**

A project shall be considered abandoned after 60 consecutive days wherein the Artist has received no response, contact or activity from the client. Should a client abandon a project where the time worked exceeds that covered by any deposits paid, the client will receive an invoice for the difference (plus expenses, if applicable). In all abandoned projects, deposits are forfeit without option for reclamation. Any renewal of the project after termination will require a new agreement, fee schedule and deposit. Abandoned projects with funds owing are subject to an accelerated collections policy, and will be submitted to a third-party collections agency if not paid or addressed within 30 days.

**O) 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 Artist 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. We reserve the right to change these terms and conditions at any time.