



## (Client Agreement)

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**J Kali Designs**

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**| GENERAL WORKING AGREEMENT |** This document defines the terms and conditions of our working relationship. “The Client” refers to the client stated on page two (2) of this document. All projects or services that J Kali Designs may be contracted to produce or provide for The Client will be subject to the following:

**| WORKING/BILLING PHASES |** Based on our experience with long-term design communications projects, we have found that it is mutually advantageous to handle each project in logical working/billing phases. Concept revisions, extensive alterations, or a switch in marketing objectives sometimes makes it impossible to accurately estimate in advance the total cost of a project. Planning the work, cost estimating, and billing in several phases permits J Kali Designs or The Client to adjust for such revisions/or halt work before completion if a project is postponed or canceled. Any canceled project is billed only through phases and/or portions of phases that were actually completed by J Kali Designs. For each project, The Client will receive a proposal/estimate outlining the project specifications and our proposed scope of services and working/billing phases. Each proposal estimate will contain a project budget, which includes estimated fees for professional services and separate itemized costs for anticipated out-of-pocket expenses. We will begin work upon The Client’s approval of the written estimate. Your approval (written or oral) will constitute an agreement between us.

**| PAYMENT/ESTIMATES |** The Client agrees to pay J Kali Designs in accordance with the terms specified in each proposal/estimate. Unless otherwise specified, all subsequent balances due are payable upon art approval. Interest on past due balances is 1.5% per month. We reserve the right to refuse completion or delivery of work until past due balances are paid. All work will be sent to The Client with the J Kali Design’s watermark until final payment is received.

**Installment Plans:** In certain situations, J Kali Designs may offer The Client the opportunity to pay for services by way of an installment case. Upon approval from J Kali Designs, a monthly payment will be determined and a deposit of the first month and last month will be required.

**Estimate:** Billing will reflect the actual costs incurred. Valid for only 14 days from date on estimate. Client requested changes will be billed additionally. The Client will be notified of any price changes.

**| OUT-OF-POCKET EXPENSES |** Fees for professional services do not include outside purchases such as, but not limited to, printing, photography, color printouts, laminating, illustrations, separations, shipping and handling or courier service. Expenses are itemized on each invoice. Expenses are subject to New Jersey sales tax unless 1) You are a nonprofit organization; or 2) the work is for resale and you have submitted a resale certificate to J Kali Designs. If consultant or supervisory services are required in out-of-town locations, we will bill lodgings, meals, and transportation at cost. Reimbursement for mileage is calculated at current allowable rates.



**| REVISIONS AND ALTERATIONS |** New work requested by The Client and performed by J Kali Designs after a proposal/estimate has been approved is considered a revision or alteration. If the job changes to an extent that substantially alters the specifications described in the original estimate, we will submit a proposal revision memo to you, and a revised additional fee must be agreed to by both parties before further work proceeds. Author's alterations and other copy changes requested after layouts or mechanicals are completed are billed at standard hourly rates.

**| OVERTIME |** Estimates are based on a reasonable time schedule, and may be revised to take into consideration "Rush Orders" requests requiring overtime and weekends. Knowledge of your deadlines is essential to provide an accurate estimate. A Priority Scheduling fee will be assessed to "Rush Orders".

**| NATURE OF COPY |** The Client agrees to exercise due diligence in its direction to us regarding preparation of materials and must be able to substantiate all claims and representations. You are responsible for all trademark, service mark, copyright and patent infringement clearances. You are also responsible for arranging, prior to publication, any necessary legal clearance of materials we prepare.

**| ERRORS AND OMISSIONS |** It is The Client's responsibility to check proofs carefully for accuracy in all respects, ranging from spelling to technical illustrations. J Kali Designs is not liable for errors or omissions. Your signature or that of your authorized representative is required on all mechanicals or artwork prior to release for printing or other implementation.

**| PROPERTY AND SUPPLIER'S PERFORMANCE |** J Kali Designs will take all reasonable precautions to safeguard the property you entrust to us. In the absence of negligence on our part, however, we are not responsible for loss, destruction or damage or unauthorized use by others of such property. We will use our best efforts to ensure quality and timely delivery of all printed (offset, silk-screened, embossed or otherwise reproduced) pieces. Although we may use our best efforts to guard against any loss to you through the failure of our vendors, media, or others to perform in accordance with their commitments, J Kali Designs is not responsible for failure on their part. If you select your own vendors, other than those recommended by us, you may request that we coordinate their work. If at all possible, we will attempt to do so, but we cannot in anyway be held responsible for quality, price, performance or delivery.

**| LIEN |** All materials or property belonging to The Client, as well as work performed, may be retained as security until all just claims against The Client are satisfied.

**| RIGHTS OF OWNERSHIP |** Once a project has been delivered by us and is fully paid for by The Client, J Kali Designs will assign the reproduction rights of the design for the use(s) described in the proposal. According to the Copy right Law of 1976, the rights to all design and art work, including but not limited to photography and or illustration created by inde-

pendent photographers or illustrators retained by J Kali Designs, or purchased from a stock agency on your behalf, remain with the individual designer, artist, photographer or illustrator. Unless a purchase of “All Rights” (A Buyout) is negotiated with J Kali Designs and/or his/her authorized representative, you may not use or reproduce the design or the images therein for a purpose other than the one(s) originally stipulated. If you wish to use the design we have created and/or the images within it for another purpose or project, including a reprint or exhibition, you must contact us to arrange the transfer of rights and any additional fees before proceeding. If printing or other implementation is done through your vendors, you agree to return to us all our original mechanicals and artwork (slides, prints, drawings, separations, etc.) within two weeks, and to provide us with printed samples of each project. We reserve the right to photograph and/or distribute or publish for our firms promotional and marketing needs any work we create for you, including mock-ups and comprehensive presentations, as samples for our portfolio, firm news letter, brochures, slide presentations, client lists, and similar media. We agree to store mechanical boards and computer disks for a period of 6 months beyond the delivery of a job. Thereupon, we reserve the right to discard them.

**| TERM AND TERMINATION |** The term of this agreement will continue for work in progress until terminated by either of us upon thirty (30) days written notice. If you should direct us at any time to cancel, terminate or “put on hold” any previously authorized purchase, we will promptly do so, provided you hold us harmless for any cost incurred as a result. Upon termination of this agreement, J Kali Designs will transfer to The Client all your property and materials in our control and for which you have paid. The Client will indemnify and hold J Kali Designs harmless for any loss or expense (including attorney’s fees), and agree to defend J Kali Designs in any actual suit, claim or action arising in any way from our working relationship. This includes, but is not limited to assertions made against The Client and any of its products and services arising from the publication of materials that we prepare and you approve before publication.

**| WARRANTY OF ORIGINALITY |** J Kali Designs warrants and represents that, to the best of its 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 from third parties is original or, if previously published, that consent to use has been obtained on an unlimited basis; that J Kali Designs has full authority to make this agreement; and that the work prepared by J Kali Designs 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 J Kali Designs’ product which may infringe on the rights of others. CLIENT EXPRESSLY AGREES THAT IT WILL HOLD J KALI DESIGNS HARMLESS FOR ALL LIABILITY CAUSED BY THE CLIENT’S USE OF J KALI DESIGNS’ PRODUCT TO EXTENT SUCH USE INFRINGES ON THE RIGHTS OF OTHERS.

**| PRODUCTION SCHEDULES |** Production schedules will be established and adhered to by both The Client and the J Kali Designs, provided that neither shall incur any liability, penalty



or additional cost due to delays caused by a state of war, riot, civil disorder, fire, labor trouble or strike, accidents, energy failure, equipment breakdown, delays in shipment by suppliers or carriers, action of government or civil authority, and acts of God or other causes beyond the control of the Client or the Designer. Where production schedules are not adhered to by the Client, final delivery date or dates will be adjusted accordingly.

**| ADDITIONAL PROVISIONS |** The validity and enforceability of this agreement will be interpreted in accordance with the laws of the State of New Jersey applicable to agreements entered into and performed in the State of New Jersey. This agreement is our entire understanding and may not be modified in any respect except in an executed agreement. If we must retain attorneys to collect our invoices, we will be entitled to reasonable attorney's fees, court costs, and interest at the maximum rate permitted by law.

**| LIMITATION OF LIABILITY |** Client agrees that it shall not hold J Kali Designs or its agents or employees liable for any incidental or consequential damages which arise from J Kali Designs' 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 J Kali Designs or a third party. Furthermore, J Kali Designs disclaims all implied warranties, including the warranty of merchantability and fitness for a particular use.

**| DISPUTE RESOLUTION |** Any disputes in excess of one thousand (1000) US dollars arising out of this Agreement shall be submitted to binding arbitration before the Joint Ethics Committee or a mutually agreed upon arbitrator pursuant to the rules of the American Arbitration Association. The Arbitrator's award shall be final, and judgement may be entered in any court having jurisdiction thereof. The Client shall pay all arbitration and court costs, reasonable attorney's fees, and legal interest on any award of judgment in favor of J Kali Designs.

**| ACCEPTANCE OF TERMS |** The signature of both parties shall evidence acceptance of these terms.

_____
Authorized Client Signature
_____
Print Name
_____
Signer's Title
_____
Date

_____
Authorized J Kali Designs Signature
_____
Print Name
_____
Title at J Kali Designs
_____
Date

Please mail, fax or email contract to J Kali Designs with attention to: J Kalieta. THANK YOU!  
(mailing information on cover of contract)