

THE FINE PRINT--TERMS

AGREEMENT FOR PRODUCTION OF DESIGN SERVICES BY WHITE DOG DESIGN

1/ PROJECT TITLE:

2/ PAYMENT:

50% of the cost of the project (\$) is due after initial consultation and before work is begun. The remaining 50% shall be due as detailed in the payment terms above, plus any additional costs resulting from the change order process. If the Project is delayed beyond 30 days, but the project is moving forward, White Dog Design will invoice the client for a second invoice, equal to 25% of the remaining balance.

3/ DESIGN TERMS

Upon acceptance of the project, the client agrees to the terms outlined this agreement, a copy of which is also found at www.WhiteDogDesign.com/agreementweb.htm

4/ OWNERSHIP OF ARTWORK

Until full payment has been made, White Dog Design [WDD] retains ownership of all WDD designed artwork or parts contained therein, whether preliminary or final. Upon full payment, the client shall obtain ownership of the final WDD designed artwork to use and distribute as they see fit. WDD retains the right to use the completed project and any preliminary designs for the purpose of design competitions, future publications on design, educational purposes, marketing materials, and portfolio as WDD may elect from time to time. Where applicable the client will be given any necessary credit for usage of the project elements. WDD understands they do not own or have any rights to the name

5/ CONTENT

Client is solely responsible for the editorial content of the material included on the project, unless previously discussed and arranged by client and WDD. If agreed upon, WDD will offer advice and suggests to enhance content. Files will be delivered to WDD in electronic format unless otherwise arranged.

6/ INDEPENDENT CONTRACTOR

WDD acknowledges that the services rendered under this Agreement shall be solely as an independent WDD. It is expressly understood that this undertaking is not a joint venture.

7/ COMPLETION DATE.

Following execution of this agreement and payment of the initial deposit required hereunder, WDD shall diligently pursue commencement of the worked outlined herein or in the attachment(s) hereto. If commencement of the work is delayed beyond due to any act or failure of Client, by other cause which is not the fault of WDD, including the request by the Client to begin work at a later date, then the price of the work may be increased by WDD

to the published price of the work for the month in which work actually commences. If the WDD is prevented by any act or failure to act of Client from commencing work within 30 days following the execution of the agreement (including Client's failure to provide complete text and graphics content for the anticipated project), except as called for by a separate addendum, Client shall be deemed in default of this agreement. Upon such default, and notwithstanding any other provision of this agreement to the contrary, this agreement shall be terminated, and all sums paid to WDD shall be retained by WDD as liquidated damages for such default in lieu of all other remedies. Client and WDD agree that the damages to WDD which may result from such default are uncertain and unascertainable and that the liquidated damages provided for herein are a reasonable measure of such damages in light of the respective obligations of the parties under this agreement. The estimated completion date of the work is outlined in the SCHEDULE section. However, such date is not guaranteed, and is not of the essence of this agreement. WDD shall not be liable to Client regardless of the cause for the delay.

WDD agrees to complete this project within the estimated budget, unless client requires additional work or services not agreed upon, or if client requires multiple design drafts or repeated changes which would significantly increase work required of WDD. WDD will not charge any fees in addition to those specified in this contract without first consulting the client and reaching an agreement regarding this.

8/ CHANGE ORDERS.

After this CONTRACT is signed any material changes to the proposed design will require a CHANGE ORDER which will become an addendum to this contract. Material updates and changes are defined as adding additional pages, custom graphics, additional illustrations, changing style and design, and/or functionality to the project outside of what is outlined in the proposal and initial design layout. Changes or edits outside the scope of the project are billed at \$75 per hour (PRINT design) \$85 per hour (WEB DESIGN). No work will be undertaken unless or until there is a negotiated change order that specifies the scope of work as to each individual item - or items. After this CONTRACT is signed any material changes to the proposed design will require a CHANGE ORDER which will become an addendum to this contract. Major updates and changes are defined as changing style and design characteristics outside of what is outlined in the proposal and initial design layout. No work will be undertaken unless or until there is a negotiated change order that specifies the scope of work as to each individual item - or items.

9/ PERFORMANCE AGREEMENT.

WDD and the Client must work together to complete the project(s) in a timely manner. WDD agrees to work expeditiously to complete the project(s) as outlined in the Project Outline after Client has submitted all necessary materials. The Client agrees to complete the project as outlined provided that the work performed by WDD is done to Client's reasonable satisfaction. Notwithstanding any other provision of this Agreement, all work contemplated by this Agreement shall be accomplished to the reasonable satisfaction of the Client and the client shall not be obligated to pay the last 10% of any fees due under this Agreement until this reasonable satisfaction of the work product by client is satisfied as outlined by this proposal. If the Project is delayed beyond 30 days, but the project is moving forward, White Dog Design will invoice the client for a second invoice, equal to 25% of the remaining balance. If the Client delays the project beyond 45 days after each proposed project completion's date, the remaining costs will be invoiced unless agreed upon otherwise.

10/ ISP (WEB RELATED)

The Client understands that any Internet Service Provider (ISP) services require a separate agreement with the ISP of the Client's choice. The Client agrees to select an ISP which allows WDD full access to the Web site and a cgi-bin directory via FTP or to sign up for web hosting with WDD.

11/ PERFORMANCE LIABILITY: (WEB RELATED)

WDD does not warrant that the functions supplied by Web pages, consultation, advice, or the Site will meet the Client's requirements or that the operation of Web pages will be uninterrupted or error-free. The entire risk as to the quality and performance of the Web pages and Site is with Client. In no event will WDD be liable to the Client or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special dam-

ages arising out of the operation of or inability to operate the Web pages or Site which are the subject of this agreement, even if WDD has been advised of the possibility of such damages.

12/ REFUND POLICY:

If the Client halts work and applies for a refund within 30 days of executing this agreement, work completed through the date of WDD's receipt of Client's written notice of termination shall be billed at the rate of \$85.00 per hour, or 20% of the signing deposit, whichever is greater, and deducted from Client's initial payment, the balance of which (if any) shall be returned to the Client. If, at the time of Client's notice of termination, work has been completed, the cost of which exceeds the amount covered by Client's initial payment, the Client shall be responsible for payment of such overage at the hourly rate stated above. No portion of this initial payment will be refunded unless written application is made to WDD within the time specified. If case collection proves necessary, the client agrees to pay all fees incurred in that process.

13/ RUSH PROJECTS

Rush projects, within 72 hours of print/project deadline may incur an additional 50% hourly rate. Designer will alert the client for their authorization prior to beginning project.

14/ CONFIDENTIALITY:

WDD recognizes and acknowledges that this agreement creates a confidential relationship between WDD and Client and that information concerning Client's business affairs, customers, vendors, finances, properties, methods of operation, computer programs, and documentation, and other such information, whether written, oral, or otherwise, is confidential in nature. All such information concerning Client is hereinafter collectively referred to as "Confidential Information." WDD will maintain the confidentiality of Client's source materials, technical and marketing plans and all other sensitive information, provided that (i) any of such Confidential Information may be disclosed to WDD's officers, directors, employees, representatives, agents, and advisors who need to know such information for the purpose of the prompt performance of this agreement, (ii) any disclosure of such Confidential Information may be made to which Client consents in writing and (iii) such Confidential Information may be disclosed if so required by law. Upon the termination of this agreement, WDD will turn over to Client all Confidential Information.

15/ NON-DISCLOSURE

WDD agrees that, except as directed by Client, it will not at any time during or after the term of this Agreement disclose any Confidential Information to any person whatsoever and that upon the termination of this Agreement it will turn over to Client all documents, papers, and other matter in its possession or control that relate to Client.

16/ LEGAL ISSUES.

In no event will WDD be liable to Client or any third party for damages, including lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to produce the project(s), even if WDD has been advised of the possibilities of such damages. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. In case collection proves necessary, the client agrees to pay all fees, legal and otherwise, incurred in that process.

17/ WARRANTIES, TRADEMARKS AND COPYRIGHTS.

Both parties warrant that content used, including software, business models, does not infringe copyrights, trademarks and/or patents of any third party. The client represents to WDD and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to WDD for inclusion in project(s) are owned by the client, or that the client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend WDD from any claim or suit arising from the use of such elements furnished by the client. Copyright to the assembled work of project(s) produced by WDD is owned by WDD. Upon final payment of this contract, all rights owned by WDD as to the design, the copyrights, graphics and text in this Project(s) transfer to the client.

Project files are the property of WDD; upon payment in full to WDD of the amounts due hereunder, Project files become the property of the Client. However, WDD shall retain the discretion to refer to the Client's project in any manner deemed necessary by WDD for future marketing purposes, including the reproduction of images of the work completed for Client, and provision of data and other information regarding the process necessary to complete Client's project. This Agreement shall commence on the date stated above and shall remain in effect until all obligations under this Agreement have been properly completed.

18/ CANCELLATION

In the event of cancellation of the project, ownership of all copyrights and the original artwork and disks shall be returned and retained by WDD and a fee for work completed, based on the contract price and expenses already incurred, shall be paid by the client.

19/ PRODUCTION SCHEDULE/DELIVERY OF PROJECT

The client will assume any shipping or insurance costs related to the project. Any alteration or deviation from the above specifications involving extra costs will be executed only upon approval with the client. WDD shall not incur any liability or penalty for delays in the completion of the project due to actions or negligence of client, unusual transportation delays, unforeseen illness, or external forces beyond the control of the designer. If such event(s) occur, it shall entitle WDD to extend the completion/delivery date, by the time equivalent to the period of such delay. In the event any material necessary for the production of the project must be shipped to a third party for additional processing, typesetting, photographic work, color separation, press work, or binding, WDD will incur no liability for losses incurred in transit, or due to the delay of the shipper of the third party.

20/ THIRD PARTY SHIPPING

In the event any material necessary for the production of the project must be shipped to a third party for additional processing, typesetting, photographic work, color separation, press work, or binding, the designer will incur no liability for losses incurred in transit, or due to the delay of the shipper of the third party.

21/ PROOFING OF FINAL PROJECT

The designer shall work to ensure the final product is free of any grammatical and spelling errors, before giving the final product to the client. It is agreed that it is the client's responsibility to ensure that there are no spelling or grammatical errors contained in the final product. It is agreed that WDD is not responsible or held liable for any errors contained in the final product after the final product has been committed to print or posted in view of the public.

22/ ACCEPTANCE OF AGREEMENT

The above prices, specifications and conditions are hereby accepted. WDD is authorized to execute the project as outlined in this agreement. Payment will be made as proposed above. This agreement is not valid until signed client and returned to WDD. This Agreement shall commence on the date stated above, and shall remain in effect until all obligations under this Agreement have been properly completed, or unless cancelled by client, and/or WDD.

23/ MISCELLANEOUS:

Neither this agreement nor any of the rights hereunder shall be assignable by any party except with the written consent of the other party to this agreement. The parties hereto hereby agree that they will, at any time and from time to time, upon request of any other party hereto, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, all such further acts, actions, assignments, transfers, agreements, assurances and powers of attorney as may be reasonably required to carry out the transactions herein contemplated.

The waiver of any party hereto of a breach of any provision of this agreement shall not operate or be construed as a waiver of any subsequent breach by any party hereto. This agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and permitted assigns. No amendments or variations of the terms and conditions of this agreement shall be valid unless the same is in writing and signed by all the parties hereto or their duly authorized agent.

The paragraph headings contained herein are for convenience only and shall not in any way affect the interpretation or enforceability of any provision of this agreement. This agreement shall be construed and enforced pursuant to the laws of the State of Florida. This agreement contains the entire agreement between the parties hereto with respect to the transactions contemplated in this agreement and supersedes any and all prior agreements or understandings with respect thereto.

This agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one document. In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Any and all notices or other communications required or permitted by this agreement or by law to be served on or given to either party hereto by the other party hereto shall be in writing and shall be deemed duly served and given when personally delivered to such party to whom it is directed, or in lieu of such personal service, when: [i] deposited in the United States mail, first-class postage prepaid, return receipt requested; or [ii] deposited with a nationally recognized overnight delivery service, addressed to the parties at the addresses set forth herein. Either party may change its address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph. Copies of all notices shall be directed to the addresses set forth in above.

White Dog Design

DATE

Client

DATE