DEVELOPER INTRODUCTION
This is not an invoice.

1. Developer Credentials and Contact

1.1. Contact
Primary Email: christian@notbyaccident.com
Other Emails: designhowyouthink@gmail.com | christian.zagarskas@gmail.com
Websites: www.notbyaccident.com
Cell Phone: 412.725.7354 24x7

1.2. Credentials
Linked In: https://www.linkedin.com/in/christianzagarskas
Resume: http://www.notbyaccident.com/downloads/resume/ (DOC | DOCX | PDF | TXT)
(additional contacts, work samples, and references available on request)

2. Developer Statement

2.1. Summary
My name is Christian Zagarskas, I am a full time professional independent contractor.

In my experience I have learned the value for clients to discuss projects with someone who both understands the process and develops the materials; from graphic design and programming all the way to marketing campaigns and target demographic research. When you hire me to perform a specific task you can rest assured I am able to both make informed technical suggestions during the planning phase as well as hand code the final product. Many times changes can simply be instantly programmed while on the phone, others require a contract notice and are completed within a specific timeframe or deadline.

I accept several forms of payment, all major credit cards (via paypal), personal checks and money orders. W2's, 1099's, and other tax forms such as nonemployee compensation are also acceptable and are defined during your consultation. Payment plans, tabs, royalty agreements, commission based sales and per project budgets are also offered, as well as extended development agreements and monthly maintenance plans.

Over the years I have developed many policies, and as per client requests there are additional forms available such as NDA, Power of Attorney to make purchases on your behalf, as well as Royalty Releases and agreements available.

Please remember these finer points:
- I am a full time developer and General Contractor, consider hiring my team for your project if you need faster service or a comprehensive Warranty backed by multiple professionals.
- When in doubt; the hourly rate $250.00 (refer to your contract for per project pricing)
- Fulfillment of work orders are based on "pay to play", there is no 'first come first serve'.
- If you do not schedule; your project or call can be interrupted, but by all means, feel free to call 24x7!
- Work orders over 10 hours must be documented in wirting.
- If you request work by phone you will receive an email or PM task approval to recap the conversation.
  - After which you will be invoiced or the total will be added to your TAB.
- I keep things simple, pay the deposit online or through mail and you have just agreed to all terms.

Client Name/Signature	

Signature Authorization indicates that all parties named on this document fully understand and accept terms.

RESPONSIBILITIES
This is not an invoice; payment of any invoice is agreement to terms.

1. Approvals

1.1. Summary

You must approve official contacts within your company structure. These contacts are approved by you to make work related requests which will result in labor and billing. If you approve multiple contacts for work orders or billing you will be billed according to their requests. To prevent this you must specifically request that only certain emails, phone numbers or contacts be approved.

If you use multiple emails they must be put on your list. If you do not provide one all requests relating to your project will be assumed to be official communications from you, even if specified as 'regarding' or clearly from another party associated with your business.

1.2. Assumptions and Provisions

Failure to provide any materials, contact information, or provision of files in a format not specified and approved can cause your project management costs to increase as well as cause missed deadlines.

During various phases of your project, and depending on scope you may be asked for the following;
- Administrator access to accounts. This can include: FTP, C-Panel, SSH, your domain registrar for DNS, and other types of access.
- Payment of third party costs in your name such as hosting, domains, or software licenses. In many cases your project will require items or services be paid in your name.
- You agree to provide logos, images, hex/pantone colors, or a brand manual. Logos should be in an editable state such as vector (avoid low rez raster), this means layered PSD files, AI, or EPS @300 DPI.
- You agree to provide image assets as high quality TIFF files, JPEGS, GIFS, and/or PNGS.
- You agree to provide all text copy as UTF-8 plain text.
- You agree to reimburse all 3rd party costs, travel, any material, software, or otherwise which has been stated up front to be a cost of development.
- Prompt approvals for dependency items which prevent the project from moving forward.
- You agree and accept that any other formats or deviations from this list may incur a processing fee or labor for cleaning, altering, or reformatting the provided asset as part of Project Management costs.

1.3. Official Contact Details

Please fill out the form below.

Approved emails (billing/labor)	Approved Communication (billing/labor)
Other CC emails (no labor/billing)	Other Communication (no labor/billing)
Client Name/Signature	

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SCOPE
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1. Explanation of Scope

1.1. Summary

The scope of any MULTIMEDIA project is determined by balancing deliverables against budget and resources. Please consider the following examples as a general guideline for various projects. Programming and development is a science, *therefore the difficulty of a task does not affect its price, the only considerations are ones of time, budget, and deadline*. In the matter of artistic endeavor or content the only consideration is budget. Asking if something is "easy to do" does not affect its price.

- Scope is defined by project.
  - Items outside the scope of your project can be requested and will be invoiced.
    - For example: requesting graphic design during a programming project
    - For example: requesting an SEO consult during a design project.
- Client is expected to supply requested information on time.
  - Failure to produce requested information on time may result in missed deadlines.
    - Client agrees to release developer from missed deadlines in this event.
- Developer is expected to report on a regular bases.
  - A PM (Project Management) system will be defined for your project.
    - Emails, text messages and phone calls may act as reports without a PM system.
- Some projects have a fee to deliver a proposal, estimate, or quote.
  - During a SPEC, or Project Specification phase a project is defined in detail to move from a ballpark estimate into a solid quote. A SPEC is a labor product and is fee based.
- All projects require a % payment up front unless specified.
- Developer will not be held responsible for 3rd party failure.
- Developer will not be held responsible for interdepartmental miscommunication.
- Developer will not be expected to make revisions free of charge.
- Scope can be changed by email, phone call, contract, or PM at the clients request.

1.2. Invoiceable Labor

Invoiceable labor tasks are listed and tracked as Essential (not waivable) or Optional (waivable):
- Project Management (Essential)
  - Labor: Any task related to the management of assets or deliverables.
- Project Planning (Essential)
  - Labor: Any task related to the discussion of the project and its deliverables.
- Development (Essential)
  - Labor: Any task related to the delivery of assets and completed tasks.
- Consulting / Training (Optional)
  - Labor: The act of providing expert advice based on professional experience or research.
- Research (Optional)
  - Labor: The act of researching a subject to provide actionable information for the above.
- Other Scope Groupings: (which may appear on your task list)
  - Call, Meeting, Planning, Strategy, Programming, Design, Hosting Management, Domain Name Management (DNS), Marketing, Maintenance, Photography, Video, Editing, Publishing, Updating, Revisions, Bug Tracking, Bug Fixes, Alterations, Browser compliance, Testing, SEO, SEM, Backup, Migration, Proposal, Negotiation.

I agree the items listed above are invoiceable labor and may be required to complete deliverables as requested.

Client Name/Signature	

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WAIVER - CONSULT / TRAINING

This is not an invoice; payment of any invoice is agreement to terms.

1. A Waiver for consulting and training

1.1. Summary

During the course of your project consulting and training may be provided as a default mode of operation whereas questions will be answered and professional advice will be given.

You may specifically request to waive any and all consulting using this form.

1.2. Agreement

Choose one of the options below.

I WAIVE ALL CONSULTING Initial here: _____	By selecting this option you agree: ● **To forever hold harmless and release the developer of any liability** related to not informing you as a Client of potential problems. ● **To not ask** for specific advice, assistance, technical information, settings adjustments, or professional opinions of the developer. ● **The developer will not provide** additional information which may benefit your project such as ideas, proposals, or suggestions ranging from BPE (business process engineering) to asset suggestions.
I EXPRESSLY REQUEST ADDITIONAL EXPERT CONSULTATION AND PEER REVIEWS Initial here: _____ Monthly Limit:	By selecting this option you agree: ● **To forever hold harmless and release the developer of any liability** related to training and consultation which you act on. ● **The developer will spend additional time** providing specific advice, assistance, technical information, settings adjustments, or professional opinions above and beyond your project development budget. ● **The developer will perform occasional peer reviews** which may benefit your project such as ideas, proposals, or suggestions ranging from BPE (business process engineering) to asset suggestions.
DEFAULT Initial here: _____	If neither option is selected: ● The default mode of operation will be "basic consulting and training". ● Some questions will be answered. ● Some suggestions will be given ● 10% or less of your project budget will be used to deliver consulting or training labor.

Client Name/Signature	

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WAIVER - RESEARCH / TESTING

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1. A Waiver for research

1.1. Summary

During the course of your project research and testing may be provided as a default mode of operation whereas the developer will read technical manuals, perform forum searches, and other labor based inquiry to satisfy deliverables when more information is needed.

You may specifically request to waive any and all research / testing using this form.

1.2. Agreement

Choose one of the options below.

I WAIVE ALL RESEARCH Initial here: _____	By selecting this option you agree: ● **To forever hold harmless and release the developer of any liability** related <u>to not researching</u> compatibility requirements of scripts, assets, or project scope deliverables. ● **To not ask** the developer to read forum posts, google searches, or emails provided by 3rd parties on the operation of their software. ● **The developer will not research** additional information which may benefit your project such as WIKI's, Git Hub projects or Change Logs .
I EXPRESSLY REQUEST EXTENDED RESEARCH AND SUPPORT OPTIONS Initial here: _____ Monthly Limit:	By selecting this option you agree: ● **To forever hold harmless and release the developer of any liability** related to using any 3rd party assets such as CMS systems, Frameworks, or otherwise. ● **The developer will spend additional time** reading technical manuals, SPEC's, and other assets related to your project deliverable <u>above and beyond your project development budget.</u> ● **The developer will contact 3rd parties on your behalf** which may benefit your project such as support calls with hosting companies as well as working with external parties to accomplish goals.
DEFAULT Initial here: _____	If neither option is selected: ● The default mode of operation will be "basic research". ● Some documentation reads and searches will be done to satisfy functional requirements. ● 10% or less of your project budget will be used in professionally expected research tasks.

Client Name/Signature	

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PROJECT RETAINER

This is not an invoice; payment of a retainer is agreement to terms.

1. Retainer information

1.1. Summary

A work retainer is paid in advance in order to secure or keep services when required for a project. Setting a retainer will allow you as a client to place requests on the fly by email, phone, or PM software. Retainer agreements are offered on the basis that an undetermined number of hours or project based expenses may occur over the course of client/contractor relationships.

1.2. Assumptions and Provisions

During various phases of projects, and (depending on specific project scope) the following terms are offered in retainer based services;

- Contractor will work upfront on a limited number of projects based on request and retainer total.
- Overages beyond the retainer base in any given month during the life of a project are held as a tab.
- Contractor will cover certain expenses such as travel, hosting, 3rd party fees, software, and other business related expenses based on the premise of reimbursement via the retainer or tab.
- Contractor, will in some cases, hire additional contractors onto a project based need and availability.
- Contractor and Client both reserve the right to cancel the retainer agreement at any time and apply the balance of the retainer to the tab with written notification.
- Each retainer based agreement is specific to the project/projects involved and are non-refundable.
- In the event work will exceed retainer base notification will be sent immediately and prior to the completion of any work.
- At the end of each billing cycle the offer to apply the retainer to any existing tab is offered.
- Retainers set up through AutoBill allow for labor to begin immediately and at any time
- Any labor not set for automatic recurring payment will require cleared payment before work will begin each month.

1.3. Retainer Assignment Details

The purpose of a retainer based payment is to empower the contractor to make immediate decisions and work based on time sensitive completion of tasks without a new contract phase.

1- A retainer does not include rush delivery requests unless specifically noted on your contract.
2- Email or PM ticket is a 3-5 day response time for covered scope and 7-10 days for out of scope items.
3- Retainer agreements are on call 24x7, you must call for same day service or support.
4- All support is provided by Live screen sessions. In person meetings incur a PER DIEM rate.

Monthly Retainer total	
Client Name/Signature	

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PROJECT TAB AND RETAINER

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1.1. Summary

A TAB is a total held on your project for front loaded labor that may be paid off over an extended period of time. For all respective purposes a TAB is a CREDIT LINE with NO finance fee.

1.1. Provisions and Service Description

The purpose of a tab based payment is to empower the client to make work requests based on budget limitations without a new contract. Any requests made by phone, email, or text outside the scope of a contract will supersede any items within the contract (and in some cases may void it).

No contract is needed to start a new TAB, once monthly payments are set up you become a CLIENT and can place requests for labor. Depending on the labor requested there may be additional 3rd party fees including but not limited to: hosting, software licenses, advertising or print costs. These costs will be disclosed to you by the DEVELOPER.

Tabs are documented by spreadsheet and delivered electronically. Approvals are done via your PM system (such as Asana.com or AtTask.com) or can be requested verbally, by text or email. Labor includes, but is not limited to: Consulting, Multimedia production, Photography/Video (and Per Diem rates), Editing, Full Stack Coding (PHP, CSS, HTML, JS, MySQL), asset management/media buys (purchase of stock photos, advertising).

1.2. Assumptions and Provisions

- A partial payment on a tab is due each 30 days, or, can be paid in full at the client's request.
- The payment must be automated via Paypal using the "subscription" button.
- Cancellation of the automatic payments is an indication to the DEVELOPER to halt work immediately. The developer will report delinquency to appropriate financial agencies as uncollected funds which may affect your financial standing, credit, or result in legal action after 90 days of non payment.
- As a CLIENT you have the option to request an increase in the TAB limit, the DEVELOPER has the right to accept, or, request an increase in monthly payments to accommodate the request.
- The MAX TURN TIME is the maximum amount of time the developer has to respond to or complete requests, this is not the actual time to completion, many tasks will be handled immediately during a live session.
- Confidentiality is based on the CLIENT and their ability to protect information, only the parties named below will have access to billing information unless by some action of the CLIENT additional parties are given access to the TASK LIST, SPREADSHEET or LIVE SESSION MEETINGS.

This is a limited labor contract for a freelance employee on retainer.

Tab agreement:		FEE (OR PREVIOUS TAB):	
		TAB LIMIT:	
		HOURLY RATE:	
		MONTHLY PAYMENT:	
		MAXIMUM HOURS PER MONTH	
		MAX TURN TIME	
DEVELOPER	CHRISTIAN W. ZAGARSKAS 412.725.7354 christian.zagarskas@gmail.com	_____ signature	
CLIENT Name/Signature		_____ signature	

Signature authorization, payment of tab and signing up for the retainer indicate the client fully understands and accepts these terms.

DISCLOSURE
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1. Release of Liability

1.1. Custom Applications and builds
In the event your project is a custom build (not a CMS or framework) the Developer may only be held liable for the functional operation of the final product provided the following provisions are met:
- No other developer or user will be provided development access to files or assets in the final product.
- No other 3rd party has administrator access on the root level to make changes to the application.
- The project is secured to the satisfaction of the developer.
- The system was not hacked.

1.2. Third Party Software and Browsers
Browser checking and compliance is invoiced as an open and optional labor based deliverable. The developer will conform to default compliance on 3 primary modern browsers if the minimum % of users in any given year is above 10% of the total users based on the W3C Browser Statistics.
http://www.w3schools.com/browsers/browsers_stats.asp

Mobile device checking is per project and based on a specific list of devices, refer to your contract for more information. If the device or browser is not explicitly listed it is assumed to not be covered.

Other software compatibilities are based on a host of complexities which range from MAC and PC to specific software makers. The prefered format is listed as any assets compatible with Adobe Master Collection MACINTOSH and WINDOWS. Other formats may be accepted at the developer's discretion. The default mode of operation is to invoice for labor if compatibility is not met. Every effort will be made to convert files if requested, however, the developer can not be held liable if a conversion or patch can not take place either on software or browsers if a SPEC was not done prior to development.

1.3. Third Party CMS systems or Templates
In the case of open source systems developer cannot guarantee the fitness for any particular use outside their intended use, nor be held liable if the product fails at its intended use after customization. In the event your project was purchased as a pre-built template the developer can not be held liable for failure or 'bugs'; additional labor resulting from the modification of the template to meet functional requirements will be invoiced.

1.4. Other Third Party Liabilities
- Developer cannot be held responsible for problems or losses caused by 3rd party products.
- Developer cannot be held responsible for hackers, downtime, server crashes, data loss, or failure of a client to renew membership or monthly costs.
- In the event that you change hosting providers, domain names, or request additional services you should be aware that changes to your website, consulting and new work requests will be billed as invoiceable labor.
- Some providers may also charge additional fees for their services, therefore it is the Clients responsibility to review these fee's and charges. If requested the developer will make every effort to inform you of charges.
- Site traffic, Payment gateways, bandwidth, hosting space, number of sales, number of impressions, and other variables may affect your 3rd party fees.
- Payment Gateways CHARGE FEES for sales and this should be considered in your ROI bottom line.
- There are 3rd party FEES associated with online advertising & search engine marketing
    - (SEO, SEM, CPC, CPM)
- There are 3rd party FEES associated with contract development, royalty structures, and asset usage
    - Stock photography, assets, plugins templates, and other assets purchased online

Client Name/Signature	

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CONDITIONS
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1. Conditional agreements

1.1. Delivery and turn time - What is "ASAP"?
Timeframes may differ based on your project:
unless listed on your contract the developers average turnaround time is disclosed as:

- Response within 3-12 hours - delivery by live session (by phone - retainer only)
- Response within 24-48 hours - delivery by live session or 3-5 days (prepaid hours - PM system or phone)
- Response within 3-5 days - delivery within 7-10 days (any request without retainer - by email)

1.2. Payment details
Once a deposit is confirmed online your address and phone number are logged as the account holder. If you send payment via check or money order a copy of your driver's license and or business license for proof of identity may be required, a copy of the check and or pay stub will remain in record for up to 3 years as required by the IRS.

Developer is an "INDEPENDENT CONTRACTOR" and Clients can consider all costs to be business expenses for tax deduction. NOTE: Rates increase every 1.5 years.

Payment is due for each payment period after the previous payment period. The following terms are set forth:
- Purchase Period agreement ends on the date of live transmission, proof of concept, or completed deliverables task list.
- Purchase Period for each month begins on the 1st (First) day of the first month and continues to the Last day of the month.

All other payments are due as stated per your invoice/agreement. The Designer will never be held liable to repay, refund, or reimburse the Client for any over payments made for any invoice due to Client error in record keeping or transactional errors. All payments are final with the exception of Developer based transactional errors.

Payments must be made payable to
Christian W. Zagarskas
DO NOT WRITE A CHECK OR MONEY ORDER TITLED TO: NotByAccident
Paypal invoice will ONLY COME FROM "christian.zagarskas@gmail.com"

To cancel an automatic billing profile, Retainer, or Support package use the link below:
https://www.paypal.com/cgi-bin/webscr?cmd=_subscr-find&alias=UCPYC5TN9MTLS

1.3. Credit Line removal Fees and White Label Services for Agencies

Credit will be given to the developer as a link, the right to display work in portfolio, and the option to list the Client in the developers resume, website, and linkedIn profile. Unless noted in your contract the fee's are as follows:

- Credit Line removal as a work for hire:
  - $500.00 fee
  - + up to 10% of the project total (optional)
- White Label fee whereas the developer will present projects to your clients as your employee and or the developers name can be removed from any documents as you see fit.
  - Monthly retainer or consistent work history relationship of $1000.00 or more per month
  - + minimum $250.00 fee per document or project
  - + up to 10% of the project total (optional)

1.3. Additional work

Client agrees to pay any and all invoices in addition to the provision set forth on the rates pages in addition to a payment plan, TAB, and RETAINER.

- **Per Project Pricing (with contract)**
  - Any work the designer states "will not be invoiced" shall be documented via a task list.
  - An hourly task list is logged while the project will be completed for the agreed amount.
  - If the per project price exceeds double the hourly labor the developer retains the right to cancel the project or negotiate for time lost. For example: a project contracted at $1000.00 which has taken 20 hours to complete @100 per hour.

- **Hourly Project Pricing (without contract)**
  - Any work the designer states "will not be invoiced" shall be documented via a task list.
  - An hourly task list is logged and the project will be invoiced for total time minus discounts.
  - A tab limit or documented estimate is required for hourly projects.

Any work request must come in the form of an email, requests for work by phone are not agreed to unless a documented EMAIL, DEAL MEMO, or PM (Project management task) is confirmed after the call, this includes Email with attachments, work requests, or files which are assumed to be updates. Phone calls involving support are documented by phone number via VERIZON, SKYPE, GO TO MEETING, JOIN.ME, ANYMEETING.COM and other time tracking software which are considered valid charges in addition to in person meetings. Such sessions will result in labor and be invoiced. All other work is hourly.

Consultation calls will be recorded in some cases, up to one hour free consult per project per week are offered, no technical solutions or actionable labor is supplied during a free consult.

1.4. Commitment to excellence

By now you have read through a series of dry technical terms and conditions which represent over a decade of working with clients from all over the world. I would like to take a moment to add in an element of humanity:

As your developer I promise to make every effort to resolve any issues which may arise either due to error on my part or your dissatisfaction. I will even support system failure of third party technology, software, or problems caused by other developers within reason provided fair and equitable compensation is negotiated.

As a Client you promise to make every effort not to end up on this list:
http://www.worldslongestinvoice.com/

In business we trade goods and services for money, nothing is personal.

Client Name/Signature	

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Terms

1) Time for Payment: Payment is due at each milestone upon the Client's acceptance of the Deliverables. All invoices are payable within 30 days of receipt. A 1 1/2% monthly service charge is payable on all overdue balances. The grant of any license or right of copyright is conditioned on receipt of full payment, unless a Tab is given.

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

3) Estimates: If this form is used for an estimate or assignment confirmation, 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 increases in fees or expenses that exceed the original estimate by 10% or more.

4) Expenses: The Client shall reimburse the Developer for all expenses arising from this assignment, including the payment of any sales taxes due on this assignment, and shall advance a minimum of 25-50% (unless stated otherwise) of the final cost to the Developer for payment of said expenses. Includes re-payment of all 3rd party fees; if covered.

5) Internet Access: Access to Internet will be provided by a separate Internet Service Provider (ISP) to be contracted by the Client and who will not be party to this agreement.

6) Progress Reports: The Developer shall contact or meet with the Client on a mutually acceptable schedule to report all tasks completed, problems encountered, and recommended changes relating to the development and testing of the Project. The Developer shall inform the Client promptly by telephone upon discovery of any event or problem that may delay the development of the work significantly.

7) Developer's Guarantee for Program Use: The Developer guarantees to notify the Client of any licensing and/or permissions required for art generating/driving programs to be used.

8) Changes: The Client shall be responsible for making additional payments for changes in original assignment requested by the Client. However, no additional payment shall be made for changes required to conform to the original assignment description. The Client shall offer the Developer the first opportunity to make any changes.

9) Testing and Acceptance Procedures
The Developer will make every good-faith effort to test all deliverables thoroughly and make all necessary corrections as a result of such testing prior to handing over the deliverables to the Client. Browsers & devices prior to 2007 are not guaranteed support. Upon receipt of the deliverables, the Client shall either: accept the deliverable and make the milestone payment set forth herein, or provide the Developer with written notice of any corrections to be made and an acceptable suggested date for completion. The Developer shall designate a primary party and the Client shall designate a primary party as the only designated persons who will send and accept all deliverables and receive and make all communications between the developer and the Client. Neither party shall have any obligation: to consider for approval, or respond to materials submitted other than through the designated persons listed on the quote. Each party has the right to change its designated person (upon delays) with notice to the other.

10) Web Site Maintenance
The Developer agrees to provide the Client with reasonable technical support and assistance to maintain and update the Web site on the Internet during the Warranty Period of (6 months by default unless stated otherwise) at cost to the Client. *Such assistance shall not exceed 3 hours per calendar month without compensation or request with a technical work order in writing.* After the expiration of the Warranty Period, the Developer agrees to provide the Client with reasonable technical support and assistance to maintain and update the Web site on the Internet for an annual fee or monthly development agreement for a period of 1 year after the last day of the Warranty Period payable 30 days prior to the commencement date of each year of the Maintenance Period. Such maintenance shall include correcting any errors or any failure of the Web site to conform to the specifications. Maintenance shall not include the development of enhancements to the originally contracted project. **DISCLAIMER**- *Designer is NOT responsible for 3rd party servers, software older than 2007, connection failure, or technical issues not directly related to the Designer's final product.*

11) Enhancements
Under the maintenance agreement, if the Client wishes to modify the Web site, the Developer shall be given first option to provide a bid to perform such enhancements.

12) Confidential Information
The Developer acknowledges and agrees that the source materials and technical and marketing plans or other sensitive business information, as specified by the Client, including all materials containing said information, that are supplied by the Client to the Developer or developed by the Developer in the course of developing the Project are to be considered confidential information. Information shall not be considered confidential if it is already publicly known through no act of the Developer.

13) Return of Source Information
Upon the Client's acceptance of the Final Version, or upon the cancellation of the project, the Developer shall provide the Client with all copies and originals of the source materials provided to the Developer. (where legal)

14) Ownership of Copyright
Client acknowledges and agrees that Developer retains all rights to copyright in the subject material unless otherwise stated as a 'work for hire'.

15) Cancellation
In the event of cancellation of this assignment, ownership of all copyrights and any original artwork shall be retained by the Developer, and a cancellation fee (50%) of Work completed, based on the prorated portion of the next payment and expenses already incurred, shall be paid by the Client. *No materials provided on cancelation.*

16) Training
In the case additional training is provided the client agrees to pay for support and training *outside the original agreement*, to be contracted.

17) Credit Lines
The Developer shall be given credit, If agreed the Developer shall receive copyright notice on work except GNU, Open Source, or works for hire.

18) Alterations
Any electronic alteration of original ad (color shift, mirroring, flopping, combination cut and paste, deletion) creating additional art is prohibited without the express permission of the developer. The Developer will be given first opportunity to make any alterations required. Unauthorized alterations shall constitute additional use and will be billed accordingly *unless expressly used as a feature of the final product.*

19) Unauthorized Use and Program Licenses
The Client will indemnify the Developer against all claims and expenses arising from uses for which the Client does not have rights to or authority to use. The Client will be responsible for payment of any special licensing or royalty fees resulting from the use of graphics programs that require such payments.

21) Warranty of Originality
The Developer 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 from third parties is original or, if previously published, that consent to use has been obtained on an unlimited basis; that the This warranty does not extend to any uses that the Client or others may make of the Developer's product that may infringe on the rights of others.
CLIENT EXPRESSLY AGREES THAT IT WILL HOLD THE DEVELOPER HARMLESS FOR ALL LIABILITY CAUSED BY THE CLIENT'S USE OF THE DEVELOPER'S PRODUCT TO THE EXTENT SUCH USE INFRINGES ON THE RIGHTS OF OTHERS.

22) Limitation of Liability and Arbitration
Client agrees that it shall not hold the Developer or his/her agents or employees liable for any incidental or consequential damages that arise from the Developer'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 Developer or a third party. Furthermore, the Developer disclaims all implied warranties, including the warranty of merchantability and fitness for a particular use. Arbitration is 60 days from failure of payment date, total is 90 days to settle outside the state court. After 90 days damages will be pursued.

On Final Acceptance: of all Terms

The signature of both parties shall evidence acceptance of these terms.
Client is responsible for the copyright and protection of ALL primary company material.