

McNutt & Company Creative Solutions, LLC Standard Terms and Conditions

1. Estimate

Any estimate not accepted within thirty (30) days is subject to change. All sales taxes and shipping costs are in addition to estimate. The fees and expenses shown are minimum estimates only. Final fees and expenses shall be shown when invoice is rendered. Client approval shall be obtained for any increases in fees or expenses that exceed the original estimate by 10% or more.

2. Terms for Payment

All invoices are payable within ten (10) days of receipt. A 1.5% monthly service charge is payable on all overdue balances. The client accepting this contract shall be responsible for all payments and obligations hereunder, regardless of the fact that such person may be acting as an agent, broker or other intermediary and whether or not the principal is disclosed to the company.

3. Default in Payment

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

4. Changes

The client shall be responsible for making additional payments for changes requested by the client in original assignment. However, no additional payment shall be made for changes required to conform to the original assignment description. The client shall offer *McNutt & Company Creative Solutions, LLC* the first opportunity to make any changes.

5. Printed Work

The client acknowledges differences in color proofing and color printing technologies and a reasonable variation in color between any and all proofs and the completed job constitutes acceptable delivery. Over-runs or under-runs not to exceed 10% of quantities ordered, shall constitute acceptable delivery. *McNutt & Company Creative Solutions, LLC*, will bill for actual quantity delivered within this tolerance.

6. Cancellation

In the event of cancellation of this assignment, ownership of all copyrights and the original artwork shall be retained by *McNutt & Company Creative Solutions, LLC*, and a cancellation fee for work completed, based on this original contract price and expenses already incurred, shall be paid by the client

7. Liability

McNutt & Company Creative Solutions, LLC's liability shall be limited to stated selling price of any defective goods, and shall in no event include special or consequential damages, including profits (or profits lost).

8. Printed Works

The client acknowledges differences in color proofing and color printing technologies and a reasonable variation in color between any and all proofs and the completed job constitutes acceptable delivery. Over-runs or under-runs not to exceed 10% of quantities ordered, shall constitute acceptable delivery. *McNutt & Company Creative Solutions, LLC*, will bill for actual quantity delivered within this tolerance. Claims for defects, damages or shortages must be made by the client in writing within a period of ten (10) days after delivery of all or any part of the order. Failure to make such claim within the stated period shall constitute irrevocable acceptance and agreement that work fully complies with terms, conditions and specifications.

9. Indemnification

The client shall indemnify and hold harmless *McNutt & Company Creative Solutions, LLC* from any and all loss, cost and expense and damages (including court costs and reasonable attorney fees) on account of any and all manner of claims, demands, actions, and proceedings that may be instituted against *McNutt & Company Creative Solutions, LLC* on grounds alleging work produced by *McNutt & Company Creative Solutions, LLC* on client's behalf violates any copyrights or any proprietary right of any person, or that it contains any matter that is libelous, obscene or scandalous, or invades any person's right to privacy or other personal rights. The client agrees, at the client's own expense, to promptly defend and continue the defense of any such claim, demand, action or proceeding that may be brought against *McNutt & Company Creative Solutions, LLC*, provided that *McNutt & Company Creative Solutions, LLC* shall promptly notify the client with respect thereto, and provided further that *McNutt & Company Creative Solutions, LLC* shall give the client such reasonable time as the exigencies of the situation may permit in which to undertake and continue the defense thereof.

10. Copyrights

It shall be the client's responsibility to conduct all trademark, patent, and copyright searches, in projects where the design of logotypes, marks or other identifying terms or symbols used in trade are necessitated, although at client request, *McNutt & Company Creative Solutions, LLC* will contract to conduct such searches. *McNutt & Company Creative Solutions, LLC* may use any and all work created, in whole or part, as self-promotional materials in any medium.