



CHRISTINA RODRIGUEZ

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GENERAL ART AND DESIGN INVOICE

INVOICE DATE June 17, 2009
 COMMISSIONED BY Elva Resa Publishing
 JOB NUMBER ER102

ASSIGNMENT DESCRIPTION Wishing Tree Coloring Page

FEE PAYMENT SCHEDULE \$50 upon receipt of invoice

ITEMIZED EXPENSES	Toll Telephone Calls :	<u>--</u>	Subtotal :	<u>50.00</u>
	Transportation & Travel :	<u>--</u>	Sales Tax :	<u>--</u>
	Messengers :	<u>--</u>	Payments :	<u>- .</u>
	Shipping and Insurance :	<u>--</u>	Balance Due :	<u>\$50.00</u>
	Client's Alterations :	<u>--</u>		
	Sale of Original Art :	<u>--</u>		
	Cancellation Fee :	<u>--</u>		
	Miscellaneous :	<u>--</u>		

RIGHTS TRANSFERRED Any usage rights not exclusively transferred are reserved to the Illustrator. Usage beyond that granted to the Client herein shall require payment of amutually agreed-upon additional fee subject to all terms.

For use in magazines and newspapers, first North American reproduction rights unless specified here :

For all other uses, the Client acquires only the following rights :

Title or Product : Wishing Tree Coloring Page
 Category of Use : Newsletter insert; webpage add-on
 Medium of Use : Web and Print
 Geographic Area : Unlimited
 Time Period : Unlimited
 Number of Uses : Unlimited
 Other : _____

Original artwork, including sketches and any other preliminary materials, remains the property of the Illustrator unless purchased by payment of a separate fee subject to all terms.

Any transfer rights is conditional upon receipt of full payment.

TERMS ON BACK

TERMS


Time for Payment	Payment is due within 30 days of receipt of invoice. A 1-1/2% monthly service charge will be billed for late payment.
Default in Payment	The Client shall assume responsibility for all collection of legal fees necessitated by default in payment to the Illustrator.
Expenses	The Client shall reimburse the Illustrator for all expenses arising from the assignment.
Sales Tax	The Client shall be responsible for the payment of sales tax, if any such tax is due.
Grant of Rights	The grant of reproduction rights is conditioned on receipt of payment.
Credit Line	On any contribution for magazine or book use, the Illustrator shall receive name credit in print. If name credit is to be given with other types of use, it must be specified here : <u>Illustration by Christina E. Rodriguez</u> [] If this box is checked, the illustrator shall receive copyright notice adjacent to the work in the form : ©200_____
Additional Limitations	If the Illustrator and the Client have agreed to additional limitations as to either the duration or geographical extent of the permitted use, specify here : _____
Return of Artwork	The Client assumes responsibility for the return of the artwork in undamaged condition with 30 days of first reproduction.
Loss or Damage to Artwork	The value of lost or damaged artwork is placed at no less than \$ ____ per piece.
Alterations	Alteration to artwork shall not be made without consulting the initial Illustrator, and the Illustrator shall be allowed the first option to make alterations when possible. After acceptance of artwork, if alterations are required, a payment shall be charged over the original amount.
Unauthorized Use	The Client will indemnify the Illustrator against all claims and expenses, including reasonable attorney's fees, arising from uses for which no release was requested in writing or for uses that exceed the authority granted by a release.
Warranty of Originality	The Illustrator 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 Illustrator has full authority to make this agreement; and that the work prepared by the illustrator 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 the Illustrator's product that may infringe on the rights of others. Client expressly agrees that it will hold the Illustrator harmless for all liability caused by the Client's use of the Illustrator's product to the extent such use infringes on the rights of others.
Limitation of Liability	Client agrees that it shall not hold the Illustrator or his/her agents or employees liable for any incidental or consequential damages that arise from the Illustrator'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 Illustrator or a third party.
Dispute Resolution	Any disputes in excess of \$ _____ arising out of this Agreement shall be submitted to binding arbitration before a mutually agreed-upon arbitrator pursuant to the rules of the American Arbitration Association and the laws of _____. The Arbitrator's award shall be final, and judgment 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 the Illustrator.



Christina Rodriguez

6/24/2009

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
6/24/2009	Bill	ER102	50.00	50.00		50.00
				Check Amount		50.00

Thank you!


TCF	Wishing Tree Coloring Page	50.00
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Make a Wish!

Color the wishing tree, then write your special wish on the ribbon at the bottom.

