

ATTN: Ryan Rothweiler

*The following shall constitute a contract of service made on April 25<sup>th</sup>, 2014, between Ryan Rothweiler*

*Herein referred to as CLIENT.*

*and*

*DAVID TENORIO, 5800 Walnut St #206, Oakland CA*

*Herein referred to as ARTIST*

*for the project "Miniverse Puzzle Art"*

PROJECT DESCRIPTION: "Puzzle Artwork for Level 2 of "Miniverse." Art is derivative and inspired by the 'Miniverse\_W1' artwork as well as Miniverse assets/website. Final artwork is subject to CLIENT's approval of ARTIST's preliminary sketch.

Artwork Dimensions: > 3000 x 4000px

Artwork Medium: Digital

Artwork Format: Options include JPG, .PSD, .TIF, .PDF, etc (related to CLIENT's request)

#### FINANCIAL/RESPONSIBILITIES

*The CLIENT agrees to pay \$300 USD for the artwork project "Miniverse Puzzle Art." A 50% down payment of the full amount, \$150 USD, will be due upon approval of the contract prior to project start (14 days from receipt of contract.) The final billing invoice will be delivered upon project completion and will reflect the rest of the fee (50%) plus any revisions or extra material costs incurred (all costs minus deposit). The remaining balance, \$150 USD, will be paid within 14 days of final billing invoice.*

*Deadline: The final artwork in its described format(s) will be delivered ON OR BEFORE May 7th, 2014.*

*Payment(s) can be sent in the form of check or money order to the address of the ARTIST (payable to: "David Tenorio") or Paypal ([tenorioart@yahoo.com](mailto:tenorioart@yahoo.com)).*

**\*\*NOTE\*\***Project estimates are valid for 14 days from the date of estimate. Project may be re-estimated if, upon receipt of all project elements, the ARTIST determines the scope of the project has been altered dramatically from the originally agreed upon concept. At this point, ARTIST and CLIENT will renegotiate additional fees.

*In return for payment, the ARTIST will deliver design work related to "Miniverse Puzzle Art." The ARTIST will begin work following confirmed receipt of the down payment. At this time, the project start date will officially be set. In relation to the CLIENT financial responsibilities, the ARTIST is responsible for delivering artwork based on the CLIENT's projected deadline. Invoices and project updates will be sent from ARTIST to CLIENT at agreed upon intervals.*

#### REPRODUCTION OF WORK

*The CLIENT shall retain the copyright and ownership of the project, granting exclusive*

*"Miniverse Puzzle Art" Contractual Agreement*



rights of usage to the ARTIST for promotional (social networks), advertising, portfolio and reference purposes only.

#### REJECTION/CANCELLATION OF PROJECT

The CLIENT shall not unreasonably withhold acceptance of, or payment for, the project. If, prior to completion of the project, the CLIENT observes any nonconformance with the design plan, the ARTIST must be promptly notified, allowing for necessary corrections. Rejection of the completed project or cancellation during its execution will result in forfeiture of deposit and the possible billing for all additional labor or expenses to date. All elements of the project must then be returned to the ARTIST. Any usage by the CLIENT of those design elements will result in appropriate legal action. CLIENT shall bear all costs, expenses, and reasonable attorney's fees in any action brought to recover payment under this contract or in which DAVID TENORIO may become a party by reason of this contract.

#### REVISIONS

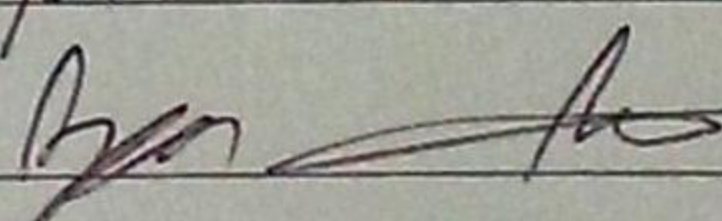
CLIENT is allowed up to two (2) low-to-medium complexity revisions under the original fee. Further requests for changes, or ones that are non-conforming to the original agreed upon project guidelines will incur an additional 10% of project fee per revision.

#### INDEMNITY AGREEMENT

The ARTIST will not be held liable for any legal action that may arise from the designs or artwork associated with the project of CLIENT.

#### ACCEPTANCE OF AGREEMENT

Upon acceptance of terms and issue of this contract, the above prices, specifications and conditions are hereby accepted and rendered effective as of April 25<sup>th</sup>, 2014. The CLIENT signing below affirms that they have the authority to execute this agreement on behalf of CLIENT and that the ARTIST is authorized to execute the project as outlined in this agreement. Payment will be made as instructed above.

Client's Name:	Ryan Rothweiler
Client's Signature:	
Date:	4/25/14
Artist's Name:	David Tenorio



*Artist's Signature:*

A handwritten signature in black ink, consisting of a series of connected loops and a long horizontal stroke extending to the right.

*Date: April 25<sup>th</sup>, 2014*