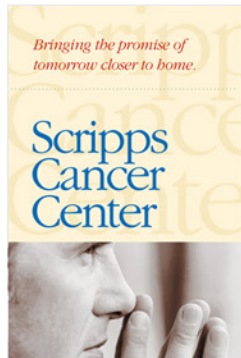
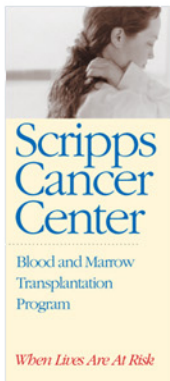
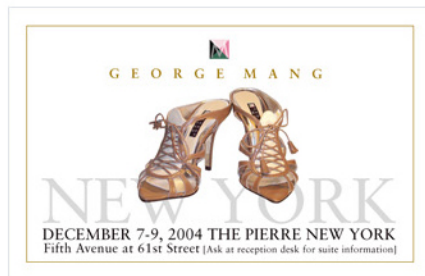




"HELPING OUTSTANDING BUSINESSES STAND OUT"



GEORGE MANG





"HELPING OUTSTANDING BUSINESSES STAND OUT"



LARGE FORMAT GRAPHICS



WEB DEVELOPMENT



GRAPHIC DESIGN | ILLUSTRATION | WEB DEVELOPMENT
3312 DONNA DRIVE, CARLSBAD, CA 92008-2011 TELE: 760.730.3767
E-MAIL: MBROWN@KINGSLEYNET.COM WWW.KINGSLEYNET.COM

ESTIMATES

To begin work on a project, an estimate must be approved (written or verbal). Since it is impossible to predict with absolute accuracy final fees and expenses, a 15% contingency should be allowed for each case. If estimate changes to a greater amount, client will be informed and must approve increase with a change order form, before work is continued. estimates are based on reasonable time schedules. In cases where work is performed on a RUSH or overtime basis, additional costs incurred will be reflected in final billing. All applicable taxes shall be added to quoted estimates.

PRIOR APPROVAL

The fees as outlined in estimate include one conceptual/design revision, if necessary. Any work requested by client which is not included in the original approved estimate will be considered "new work" and will be billed in addition to the original estimate/letter of agreement. If the scope of the job changes to the extent that the original estimate is no longer applicable, a new estimate will be submitted and must be agreed upon before any further work can proceed. There shall be no alterations or additions to the client-illustrator agreement except in the form of written addendum that are approved and signed by both client and illustrator. In the event that these approvals are delayed by client, Kingsley Group/Mark Kingsley Brown cannot be held responsible for missed deadlines, closing dates, insertions or changes resulting from such delays.

REVISION & ADDITIONS

Should project guidelines established by client be changed by client while project is in progress, it may be necessary to modify the fees and outside expenses accordingly.

OWNERSHIP OF ARTWORK AND COPYRIGHTS

All concepts, whether or not fixed in any tangible medium of expression, and all designs, with or without delineation or other graphical representation, submitted by Kingsley Group/Mark Kingsley Brown, in connection with and in furtherance of the terms of this agreement, shall remain the sole and exclusive property of Kingsley Group/Mark Kingsley Brown. Client shall obtain the ownership of only the specific design solution(s) chosen to be produced, for the specific use submitted and for which client makes payment in full according to the terms of this agreement. All other rights, concepts and work shall remain the sole and exclusive property of Kingsley Group/Mark Kingsley Brown.

WORK SAMPLES

We reserve the right to use any work we may produce for you as samples, which we may reproduce in any reasonable way for our marketing needs. Any design ideas which are not accepted and paid for by you become our property and we will be free to use such designs in any way we may desire.

MARK UPS/OUTSIDE EXPENSES

Goods or services purchased for production of client projects will be billed at cost plus 20% for supervision & coordination. Expenses such as travel, communication, shipping/delivery and postal charges incurred for client are billed at cost. Sales tax is additional.

LEGAL COUNCIL

All designs created by Kingsley Group/Mark Kingsley Brown are intended to be original. Due to the complex nature of copyright and registration laws, however, Kingsley Group/Mark Kingsley Brown cannot guarantee that its clients will be immune from claims of others. Therefore, we suggest clients consult their own legal counsel in regards to such.

CONFIDENTIALITY

Information exchanged between illustrator and client is considered confidential and shall not be released to any third party without prior approval of both designer and client.

TERMINATION

Should any project outlined in this agreement be terminated prior to or following the initial presentation, 60% of the total fee would be due and payable, plus all outside expenses to date. Should termination occur at any time thereafter, the total fee and all outside expenses to date are due and payable.