



364 Ivy Chase Loop • Dallas, GA 30157  
Brett Brooks - 770/595-0489 - brbrooks@gmail.com  
Allyson Brooks - 678/910-3645 - alpandahead@gmail.com  
www.pandahead.com

MONTH XX, XXXX

## CONTRACT

Client Company  
c/o Client's Name  
Street  
City, State Zip  
email  
Phone:

### PROJECT DESCRIPTION:

Project—NAME

DETAILED DESCRIPTION

### ESTIMATED COSTS:

- **TAKEN FROM ESTIMATE**

Total estimated cost of project: \$XXX.XX

- Labor fee for Changes to PROJECT NAME:
  - The first XX rounds of changes requested by Client incurs no charge.
  - Subsequent rounds of changes after the first round will incur a charge of \$XX.XX per round  
(The average "round of changes" would be approximately five individual corrections that would take approximately one day for the designer to execute.)
- Rush Fees will be a charge of 75% of the estimated project fee or \$200.00, whichever is greater.  
(Rush Fees will be charged if the project must be completed before the date agreed upon between Pandahead Productions and the Client.)
- If the project is cancelled before work is completed, *either* a Kill Fee of 50% of the estimated project fee will be charged to the Client *or* the Client will forfeit the already-paid deposit of the project.

### BEGINNING OF PROJECT

Work on the project begins upon receipt of the **down payment, which will be 50%** of the estimated total cost of the project as outlined in this contract.

Also, the Client is responsible for delivery to Pandahead of any materials needed for the project, which includes (but is not limited to) all copy, photography, and illustrations.

### COMPLETION/DELIVERY OF PROJECT

The estimated completion and delivery date of all parts of this project is MONTH XX, XXXX.

### PAYMENT SCHEDULE:

- Upon completion of this project, the client will be invoiced for the remaining half plus any accrued fees of the invoiced amount. Client has 30 days after the date of the invoice to pay.



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- **Please make check out to** and remit payment to:

**Pandahead Productions**  
364 Ivy Chase Loop  
Dallas, GA 30157

Payment is also accepted via PayPal account [brett@pandahead.com](mailto:brett@pandahead.com).

### **IDENTIFICATION OF PARTIES INVOLVED:**

This is an agreement, effective **MONTH XX, XXXX**, between Allyson R. Brooks and Brett A. Brooks of Pandahead Productions (“Pandahead”) and **CLIENT NAME** of **CLIENT COMPANY** (the “Client”). This contract pertains only to the project named in the above Project Description (the “Project”).

### **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 plan, Pandahead Productions must be promptly notified, allowing for necessary corrections. Rejection of the completed project or cancellation during its execution will result in forfeiture of any deposits, digital element files, and the possible billing for all additional labor or expenses to date. All elements of the project must then be returned to Pandahead Productions. Any usage by the Client of those 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 Pandahead Productions may become a party by reason of this contract.

Any alteration or deviation from the above specifications involving extra costs will be executed only upon approval of the Client. Any delay in the completion of the project due to actions or negligence of Client, unusual transportation delays, unforeseen illness, or external forces beyond the control of Pandahead Productions, shall entitle Pandahead Productions to extend the completion/delivery date, upon notifying the Client, by the time equivalent to the period of such delay.

### **NON-DISCLOSURE AGREEMENT:**

Pandahead acknowledges that the Project is proprietary to, and a valuable trade secret of, the Client, and is entrusted to Pandahead only for the purpose of **WORK DESCRIBED**. Pandahead shall treat the Project in the strictest confidence. Pandahead agrees that they will not, without the Client’s prior written consent:

- (a) disclose any information about the Project and the feedback given to the Client.
- (b) copy any portion of the Project, except to the extent necessary to perform the duties of Pandahead.
- (c) Security Precautions: Pandahead shall take reasonable security precautions to prevent the Project from being seen by unauthorized individuals.

### **OWNERSHIP OF ART FILES**

Final completed and flattened art files (“deliverables”) are owned solely by the Client upon Pandahead’s receipt of all monies owed by the Client for completion of work.

All layered working art files are owned solely by Pandahead Productions. If the Client requests copies of the layered work files, a separate fee of ownership must be paid to Pandahead Productions before those art files are released.



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## PERMISSIONS

If the Project contains copyrighted material (text or graphic) owned by others, then the Client, at the Client's expense, shall obtain written permission from the copyright owner, in form and scope acceptable to Pandahead, to include and reproduce such copyrighted material in the Project. The Client shall deliver all written permissions to Pandahead together with delivery of the final manuscript of the Project. Delivery of all required written permissions is a condition of work outlined in this contract.

## INDEMNITY

In the event any complaint or claim relating to the Project is made by any third party at any time, Client shall fully indemnify Pandahead and hold Pandahead harmless with regard to all costs, expenses, damage, and losses (including reasonable attorney's fees) arising from that complaint or claim, and will fully cooperate with Pandahead in responding to and defending against such complaint or claim. Additionally, Pandahead shall fully indemnify Client and hold Client harmless with regard to all costs, expenses, damage and losses (including reasonable attorney's fees) arising from that complaint or claim, and will fully cooperate with Client in responding to and defending against such complaint or claim.

## ACCEPTANCE OF AGREEMENT:

The above prices, specifications, and conditions are hereby accepted. Pandahead Productions is authorized to execute the project as outlined in this agreement. Payment will be made as proposed above.

*Client's signature:*

Client Name: **CLIENT NAME & COMPANY NAME**

Date:

*Signature of Pandahead Productions:*

Brett A. Brooks

Date:

Allyson R. Brooks

Date:

Sincerely,

*Brett Brooks*

*President/CEO • Lead Designer • Lead Project Coordinator*

*Allyson Brooks*

*Vice President • Secretary/Treasurer • Editor • Proofreader*