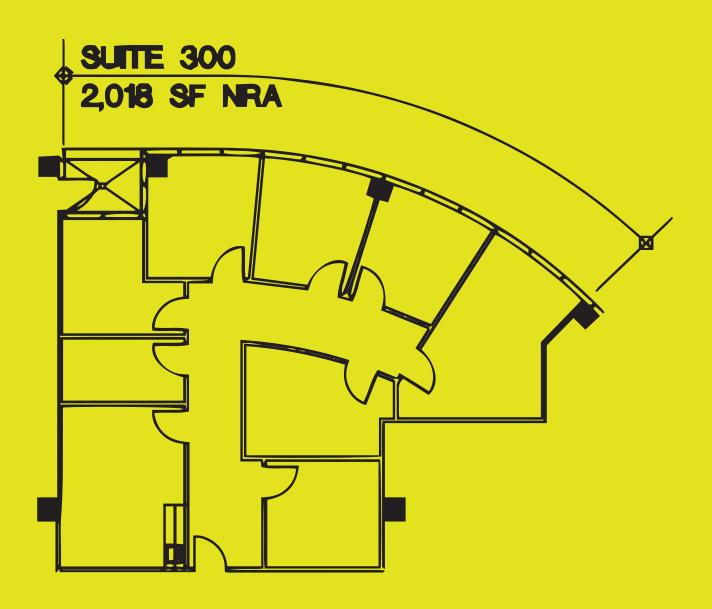


A CREATIVE BRANDING AGENCY.

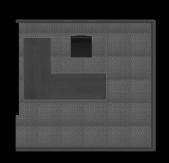
Plan Plan



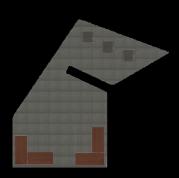


Floor Plan





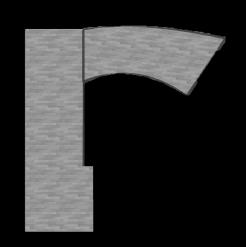


















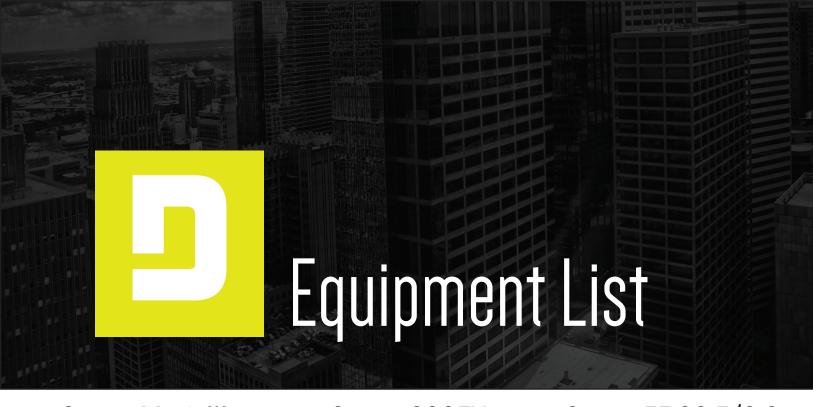


\$429.00 Desk \$1,549.00 Sofa

Furnitures	Price	Quantity	Total	
Reception Desk	\$95.00)		\$95.00
Office Desk	\$429.00)	6	\$2,574.00
Chairs	\$189.00)	6	\$1,134.00
Conference Table	\$1,549.00)		\$1,549.00
Conference Chairs	\$159.00)	7	\$1,113.00
Sofa	\$1,549.00)		\$1,549.00
Storage	\$589.00)		\$589.00
Small Storage	\$409.00)		\$409.00
Total				\$9,012.00

Supplies List

Supplies	Price	Quantity	Total	
Stapler	\$11.	00	6	\$66.00
Staples	\$7.	00	3	\$21.00
Pens	\$14.	00	3	\$42.00
Binders	\$4.	60	5	\$23.00
Rulers	\$5	.14	2	\$10.28
SheetProtectors	\$21.	98		\$21.98
Calculator	\$7.	67		\$7.67
Pencils	\$9.	97	2	\$19.94
Calendar	\$17.	90		\$17.90
Office Paper	\$7	.18	5	\$35.90
Post-it	\$5.	96	6	\$35.76
Notepad	\$14.	00	2	\$28.00
Clock	\$15.	00	8	\$120.00
Cisco Phone	\$95.	00	6	\$570.00
Total				\$1,019.43



Canon Mark III



\$3,500.00 Cameras

Canon 220EX



\$200.00 Flash

Canon EF 28 F/2.8



\$550.00 Lens

Rode



\$230.00 Microphone

MacBook Pro



\$1,800.00 Laptops

IMac



\$1,500.00 Desktop

G-Techonology

Canon Prixma

SanDisk Extreme







\$150.00 Harddrive ITB

\$120.00 Printer InkJet

\$75.00 Memory Card





Brother DCP7065DN



DroBo



\$70.00 Adobe

\$200.00 Laserjet Copier

\$500.00 Server

Chimera TL Lightkit



\$482.00 Lights

Canon Deluxe



\$45.00

Tripod

Chimera



\$190.00 Soft box

Epson - EX32I2



\$400.00 Projector

Pelican I490ccl



\$180.00 Camera Case

Photoflex



\$95.00 Reflector

Canon



\$50.00 Camera Bags

Wescott



\$70.00 BackDrops

Canon



\$30.00 UV Filters

Microsoft Lifecam



\$90.00 Webcam

Projecta



\$190.00 Projector Screen

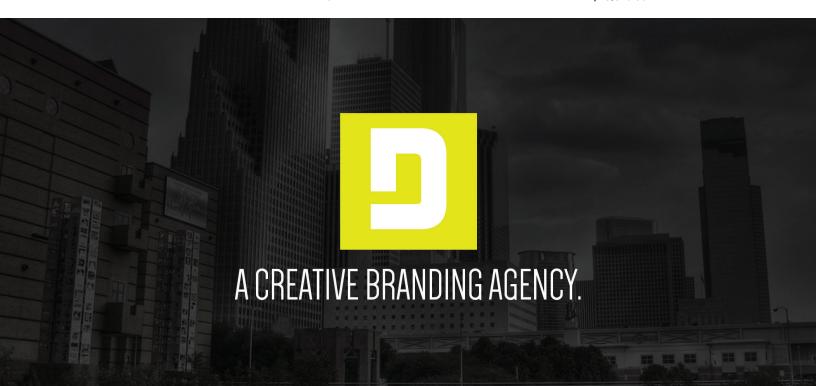
Canon



\$100.00 Camera Batteries

Equipment	Brand	Quantity	Pr	ice To	otal
Cameras	Canon Mark III		2	\$3,500.00	\$7,000.00
Flash	Canon 220EX		2	\$200.00	\$400.00
Lens	Canon EF 28 F/2.8		2	\$550.00	\$1,100.00
Microphone	Rode		2	\$230.00	\$460.00
Memory Card	SanDisk Extrem 32GB CF		4	\$75.00	\$300.00
Tripod	Canon Deluxe		2	\$45.00	\$90.00
Harddrive ITB	G-Techonology		2	\$150.00	\$300.00
Laptops	MacBook Pro		-	\$1,800.00	\$1,800.00
Desktop	IMac		5	\$1,500.00	\$7,500.00
Printer InkJet	Canon Prixma MG6220		-	\$120.00	\$120.00
Laserjet Copier	Brother DCP-7065DN			\$200.00	\$200.00
Projector	Epson - EX32I2 SVGA			\$400.00	\$400.00
Extension cords	NA		3	\$10.00	\$30.00
Camera Case	Pelican 1490ccl			\$180.00	\$180.00
Camera Bags	Canon		2	\$50.00	\$100.00
Camera Batteries	Canon		3	\$100.00	\$300.00
Adobe	Creative Cloud		5	\$70.00	\$4,200.00
Soft box	Chimera			\$190.00	\$190.00
Reflector	Photoflex		-	\$95.00	\$95.00
Lights	Impact IMFLI0008K			\$110.00	\$110.00
BackDrops	Wescott			\$70.00	\$70.00
Server	WD Sentinel DX4000 8TB		I	\$900.00	\$900.00

TOTAL \$26,670.00



SIZE:	UNITS:	PRODUCT CLASS:	RESOLUTION:	SQ. FT.:	OTHER:
		Photographer		236	
PERFECTING:	COLORS:	INTERFACES WITH:	MAX. SPEED:	POWER:	
		Editor		hp: kWhs: 0	

COMPLEMENT		WAGES-1	SHIFT
Photographer			\$55,000
# Workers Per Shift:	1	Total:	\$55,000

BASE COST OF EQUIPMENT:	\$10980
AUXILIARY EQUIP. COST:	117
ESTIMATED INSTALLATION:	See Note*
TOTAL INVESTMENT COST:	\$11,097

Shipped F.O.B.: Kansas City, MO

	BASE COST ABOVE INCLUDES
Cemera	
	<u>'</u>

AUXILIARY EQUIPMENT INCLUDES					

HOURLY COSTS: ONE SHIFT - AREA C

Annual Manned Hours @ 100% Pro			ity:	1,9	36	
1. Depreciation	33.3	% (annua	ally)		\$	3,695
2. Rent & Heat		(per sq. f				3,894
3. Fire Insurance	\$4.00	(per K of	invest.)			44
4. Direct Labor	from	total wage	es above	е		55,000
5. Indirect Labor	O	% (of dir	ect labo	r)		0
6. PensionFund	4	% (of dire	ect labo	r)		2,200
7. Welfare Benefits	\$60.00	(per wk./p	oer emp	loy.)		3,120
8. Payroll Taxes	8.3	% (dir. +	indir. la	bor)		4,565
9. Workers Comp	\$40.00	(per \$1,0	00 of wa	ages)		2,200
10. Power (hp)		(your cos				0
11. Power (kWh)		(your cos				0
12. Direct Supplies		OO Annually			300	
13. Repairs/Maint		5 % (of total invest.)			555	
14. Sub-total	-	sum of li			\$	75,574
15. General Factory	_		of line 1			11,336
	Total Manuf. Costs		nes 14		\$	86,910
17. Admin./Selling Ove	rhead	42 % (of line 16)			36,502	
18. Total Costs		sum of l	ines 16	+ 17	\$	123,412
			0.5	0.4	_	
19. Manufacturing Ho	urly Costs		85		\$	52.81
@ These Productivity Levels			75	%		59.86
© 11100 110 and	,		60	%		74.82
			85	%	\$	74.99
20. All-Inclusive Hourly Costs @ These Productivity Levels			75	%		84.99
W These Floudet	ivity Level	3	60	%		106.24



SIZE:	UNITS:	PRODUCT CLASS:	RESOLUTION:	SQ. FT.:
		Videographer		235
PERFECTING:	COLORS:	INTERFACES WITH:	MAX. SPEED:	POWER:
		Editor		hp:
				kWhs: 0

COMPLEMENT		WAGE	S-1 SHIFT
Videoagrapher			\$36,000
J. S.			, , , , , , , , ,
# Workers Per Shift:	1	Total:	\$36,000

BASE COST OF EQUIPMENT:	\$6890
AUXILIARY EQUIP. COST:	117
ESTIMATED INSTALLATION:	See Note*
TOTAL INVESTMENT COST:	\$7,007

Shipped F.O.B.: Kansas City, MO

BASE COST ABOVE INCLUDES
 BAGE GGG! ABGTE IITGEGBEG

A CONTRACT C	

AUXILIARY EQUIPMENT INCLUDES

HOURLY COSTS: ONE SHIFT - AREA C

Annual Manned Hou	rs @ 1009	% Productiv	ity:	1,9	36]
1. Depreciation	33.	3 % (annua	ally)		\$	2,333
2. Rent & Heat	\$16.5	0 (per sq. f	t. annua	ally)		3,878
3. Fire Insurance	\$4.0	0 (per K of	invest.)			28
4. Direct Labor	fron	<u>total wage</u>	es abov	е		36,000
5. Indirect Labor		0 % (of dir	ect labo	or)		0
6. PensionFund		4 % (of dire				1,440
7. Welfare Benefits	\$60.0	0 (per wk./ _l	oer emp	oloy.)		3,120
8. Payroll Taxes	8.	3 % (dir. +	indir. Ia	bor)		2,988
9. Workers Comp		0 (per \$1,0				1,440
10. Power (hp)	\$0.1	2 (your cos	t per kV	Vh)		0
11. Power (kWh)		2 (your cos				0
12. Direct Supplies	\$30	O Annually				300
13. Repairs/Maint		5 % (of tota				350
14. Sub-total		sum of I	ines 1-t	0-13	\$	51,877
15. General Factory			of line 1			7,782
16. Total Manuf. Cost	-	sum of li			\$	59,659
17. Admin./Selling Ove	rhead	42 % (of line 1	16)		25,057
18. Total Costs		sum of l	ines 16	+ 17	\$	84,715
				%	\$	36.25
19. Manufacturing Hourly Cost @ These Productivity Leve			75	%		41.09
W These Froducti	3	60	%		51.36	
20 All Inclusive Have	du Caata		85	%	\$	51.48
20. All-Inclusive Hour	ls	75	%		58.34	

60 %

72.93

@ These Productivity Levels



SIZE:	UNITS:	PRODUCT CLASS:	RESOLUTION:	SQ. FT.:	OTHER:
		Editor		86	
PERFECTING:	COLORS:	INTERFACES WITH:	MAX. SPEED:	POWER:	
				hp:	
				kWhs: 0	

COMPLEMENT	WAGES-1 SHIFT
Editor	\$35,000
# Workers Per Shift: 1	Total: \$35,000

BASE COST OF EQUIPMENT:	\$2390
AUXILIARY EQUIP. COST:	117
ESTIMATED INSTALLATION:	See Note*
TOTAL INVESTMENT COST:	\$2,507

Shipped F.O.B.: Kansas City, MO

	BASE COST ABOVE INCLUDES
	BASE COST ABOVE INCLUDES
IMAC	
	<u></u>

AUXILIARY EQUIPMENT INCLUDES					

HOURLY COSTS: ONE SHIFT - AREA C

Annual Manned Ho	urs @ 100	%	Productiv	ity:	1,9	36	
1. Depreciation	33.	.3	% (annua	ılly)		\$	835
2. Rent & Heat	\$16.5	50	(per sq. fl	. annua	ally)		1,419
3. Fire Insurance	\$4.0	0	(per K of	invest.)	<u></u>		10
4. Direct Labor	froi	n	total wage	s abov	е		35,000
5. Indirect Labor		0	% (of dir	ect labo	or)		0
6. PensionFund		4	% (of dire	ct labo	r)		1,400
7. Welfare Benefits	\$60.0	0	(per wk./p	er emp	oloy.)		3,120
8. Payroll Taxes	8	.3	% (dir. +	indir. Ia	bor)		2,905
9. Workers Comp	\$40.0	0	(per \$1,0	00 of w	ages)		1,400
10. Power (hp)	\$0.1	2	(your cos	t per kV	Vh)		0
11. Power (kWh)	\$0.1	2	(your cos	t per kV	Vh)		0
12. Direct Supplies	\$30	00	Annually.	nnually			300
13. Repairs/Maint		5	% (of tota	<u>l invest</u>	.)		125
14. Sub-total			sum of li			\$	46,514
15. General Factory			15 % (of line 1	14)		6,977
16. Total Manuf. Cos	ts		sum of li			\$	53,491
17. Admin./Selling Over	erhead		42 % (of line 1	16)		22,466
18. Total Costs			sum of l	ines 16	+ 17	\$	75,958
40. 10. 10. 11.				85	%	\$	32.51
19. Manufacturing Hourly Costs				75	%		36.84
@ These Productivity Levels				60	%		46.05
20. All Inclusive He	why Coots			85	%	\$	46.16
20. All-Inclusive Hourly Costs @ These Productivity Levels				75	%		52.31
				60	0/0		65 39



SIZE:	UNITS:	PRODUCT CLASS:	RESOLUTION:	SQ. FT.:	OTHER:
		Intern		78	
PERFECTING:	COLORS:	INTERFACES WITH:	MAX. SPEED:	POWER:	
		Staff		hp:	
				kWhs: 0	

COMPLEMENT	WAGE	S-1 SHIFT	
Intern			\$10,400
			, , , , ,
# Workers Per Shift:	1	Total:	\$10,400

BASE COST OF EQUIPMENT:	\$6310
AUXILIARY EQUIP. COST:	117
ESTIMATED INSTALLATION:	See Note*
TOTAL INVESTMENT COST:	\$6,427

Shipped F.O.B.: Kansas City, MO

BASE COST ABOVE INCLUDES							

AUXILIARY EQUIPMENT INCLUDES									
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HOURLY COSTS: ONE SHIFT - AREA C

Annual Manned Hou	Productiv	ıty:	1,9	36		
1. Depreciation	33.3	% (annually)			\$	2,140
2. Rent & Heat		(per sq. ft. annually)				1,287
3. Fire Insurance	\$4.00	(per K of invest.)				26
4. Direct Labor	from	total wages above				10,400
5. Indirect Labor		% (of direct labor)				0
6. PensionFund	4	% (of direct labor)				416
7. Welfare Benefits	\$60.00	(per wk./per employ.)				3,120
8. Payroll Taxes	8.3	% (dir. + indir. labor)				863
9. Workers Comp	\$40.00	(per \$1,0	per \$1,000 of wages)			416
10. Power (hp)	\$0.12	(your cost per kWh)				0
11. Power (kWh)			(your cost per kWh)			0
12. Direct Supplies	\$300	Annually			300	
13. Repairs/Maint		% (of total invest.)				321
14. Sub-total	-	sum of lines 1-to-13			\$	19,289
15. General Factory		15 % (of line 14)				2,893
16. Total Manuf. Cost	· –	sum of lines 14 + 15			\$	22,183
17. Admin./Selling Ove	rhead	42 % (of line 16)				9,317
18. Total Costs		sum of lines 16 + 17			\$	31,500
19. Manufacturing Ho	urly Costs		85	%	\$	13.48
@ These Producti			75	%		15.28
<u></u>	,		60	%		19.10
			85	%	\$	19.14
20. All-Inclusive Hour @ These Product		5	75	%		21.69
<u></u>		60	%		27.12	



OUR WORK FLOW

I. INITIAL CONSULTATION



3. SCHEDULING



IN THIS PHASE WE BEGIN LOOKING FOR THE FOLLOWING: STUDIO AVAILABILITY // LIGHTS // TALENTS

2. SECONDARY CONSULTATION



CONVERSE WITH CLIENTS AGAIN AND DISCUSS JOB ESTIMATES, QUOTES AND PAYMENTS.

4. PREPRODUCTION



5. PRODUCTION



6. POST PRODUCTION



- CREATE FOLDERS FOR PHOTO/VIDEO.
- LIPLOAD CAPTURED VIDEO
- CONVERT VIDEO FOOTAGE FOR EDITING

OUR WORK FLOW

7. EDITING



- INCLUDE IPTC CORE METADATA.
 UPLOAD VIDEO TO CLOUD STORAGE.

8. FINAL CLIENT MEETING



- GAUGE CLIENT SATISFACTION.
- TAKE NOTE OF PREFERRED CHANGES.
- IMPLEMENT A CHANGE ORDER IF NECESSARY.

9. MAKE CLIENT PREFERED CHANGES



IN THIS STAGE, WE ALSO COLLECT CLIENTS REMAINING PAYMENT.

Jobs



Garron Ballard President, Digital Strategist

Yearly Salary: \$55,000

Responsible for supervising employees and monitor that tasks are being performed at a timely and accurate manner. Ensure that the company is developing and growing with digital solutions for the web and mobile sites, social media, digital media, relationship marketing and analytics. Creative and innovative thinker that must help clients come up with recommendations for today's digital world.

- -Work with the clients to discuss and help define scope and recommend an approach for handling the digital projects.
- -Oversee budgets
- -In charge of hiring, training and terminating employees.
- -Serve as the thought leader with clients as well as internal to improve and keep up to date with the latest developments in the market.
- -Help structure the company with the vision we have and company goals.
- -Give meetings with internal team to discuss ideas, planning, and to monitor the workflow for the month.



Lorena Ruiz Chief Marketing Officer, Project Manager

Yearly Salary: \$44,000

Responsible for overseeing marketing strategies for the company. Works to develop areas such as sales management, advertisements and promotions, marketing communications, pricing, market research, survey information and customer service. Understand the life cycle of the digital world of photography, and video and ensure that projects are followed through correctly and well documented. Communicate with clients about project status and any external vendors.

- -Facilitate growth, sales and marketing strategies for the company.
- -Increase revenue and decrease costs.
- -Prepare overall marketing strategies and presentations.
- -Manage and implement marketing budget.
- -Manages day-to-day operations of a project and scope, analyze project profitability, and revenue.
- -Enforces project standards, and ensures that projects are properly documented and stored correctly.
- -Develop project plans, and schedules



Abraham Acosta Editor, Job Estimator

Yearly Salary: \$35,000

Responsible for web and social media brand activity. Edit and keep business relevant with duality website, email, Facebook page, and archiving clients projects to external areas. Prepares cost estimates by analyzing project specifications and requirements. Research competitors pricing and work standards.

- -Update articles, graphic design, articles, information, etc...on duality website.
- -Manage Facebook page and respond to emails and comments
- -Ensure that grammar and spelling is professional and accurate on our online documents.
- Keep track of online orders from clients through company website and email.
- -Identifies cost, labor, material and costs
- -Use an MIS system to keep track of costs and pricing information.
- -Resolves any discrepancies by collecting and analyzing information and project specification.



Bryant Aguilar Videographer, IT Support

Yearly Salary: \$36,000

Work on specified location and bring all materials on hand to shoot video. Upload and edit on video projects to include branding videos, company commercials and training. Provides clients with technical supports by researching and answering questions in regards to the online website, troubleshooting and projects

- -Follow schedule, storyboard, and client specifications
- -Edit video with appropriate software and tools
- -Edit sound, and understand copyright laws.
- -Archive videos on external areas
- -Helps clients with answers to questions by identifying questions, concerns or comments.
- -Documents any changes by the client to the project.
- -Updates any necessary online concerns and system performance.



Temi Coker Photographer, Creative Director

Yearly Salary: \$39,600

Has a creative eye for photography and video and understands the set up that is involved with lighting, settings, equipment, lenses, and film. Views subject and plans composition on how to produce the desired wants of the client. Helps to design advertisement campaigns for the company as well as the end products for the client.

- -Upload video projects and photography and edit them with the proper software.
- -Prepares equipment and sets up in specified locations to shoot photos
- -Direct participants in shots
- -Archive video and photos on external areas
- -Edit sound and understand the copyright laws
- -Create and present storyboards or ideas for the company and clients
- -Update digital media with timely content and makes sure we have projects done on time
- -Find specific locations to shoot in and cast actors for certain video shoots



Receptionist

Yearly Salary: \$25,000

Responsible with handling all the duties involving answering phone calls, sorting mail, setting up appointments with potential clients, greeting guests, sorting mail and being organized with important documents. Makes sure area around the company is looking clean and restock any needed supplies.

- -Answers phone calls and routes messages to specific employees
- -Good and professional manners when speaking to clients
- -Schedules meetings with clients
- -Makes coffee and sets up food when needed
- -Keep a log of people coming in and validate any parking tickets
- -Send email and faxes
- -Prepare basic bookkeeping, filing of important documents and clerical duties.



Intern

Hourly Salary: \$12.00

Responsible for helping the videographer and photographer accomplish their goals of producing the work and getting it ready for the client. Intern will help any co-worker with any help need around the office which may include phone calls, errands, setting up equipment at different locations and making sure that we have the necessary materials needed at all times.

- -Being an assistant to the videographer and photographer.
- -Making sure the workspaces look tidy and organized including the storage room
- -Running errand that may be needed by any of the co-workers
- -Monitor the inventory we have and re-ordering any materials and supplies we may need.
- -Installing any software updates
- -Setting up the video and camera equipment when at a specific location.





Photography and Videography Trade Customs

Ouotation:

A quotation is a fixed price for producing a project. A quotation not accepted within 30 days may be changed.

Order:

Acceptance of orders is subject to credit approval and contingencies such as fire, water, strikes, theft, vandalism, acts of God, and other causes beyond the provider's control. Canceled orders require compensation for incurred costs and related obligations.

Experimental Work:

Experimental or preliminary work performed at customer's request will be charged to the customer at the provider's current rates. This work cannot be used without the provider's written consent. All experimental work without authorization will not be billable.

Creative Work:

Sketches, copy, dummies, and all other creative work developed or furnished by the provider are the provider's exclusive property. The provider must give written approval for all use of this work and for any derivation of ideas from it.

Accuracy of Specifications:

Quotations are based on the accuracy of the specifications provided. The provider can requote a job at time of submission if copy, disks, or other input materials do not conform to the information on which the original quotation was based.

Preparatory Materials:

Artwork, type, negatives, ositives, disks, and all other items supplied by the provider remain the provider's exclusive property.

Electronic Manuscript or Image:

It is the customer's responsibility to keep a copy of the original file. The provider is not responsible for accidental damage to media supplied by the customer or for the accuracy of furnished input or final input. Until digital input can be evaluated by the provider, no claims or promises are made about the provider's ability to work with jobs submitted in digital format, and no liability is assumed for problems that may arise. Any additional translating, editing, or programming needed to utilize customer-supplied files will be charged at prevailing rates.

Alterations/Corrections:

Customer alterations include all work performed in addition to the original specifications. All such work will be charged at the provider's current rates provided that proper documentation is given.

Photo/Video Proofs:

The provider will submit Photo/Video proofs along with original copy for the customer's review and approval. Corrections will be noted and recorded via in person or video conferencing. With Corrections," or "Revised Proof Required" and signed by the customer. Until the master set is received, no additional work will be performed. The provider will not be responsible for undetected production errors if:

- proofs are not required by the customer;
- the work is produced per the customer's OK;
- requests for changes are communicated orally.

Customer's Property:

The provider will only maintain fire, vandalism, sprinkler leakage extended coverage on property belonging to the customer while the property is in the provider's possession. The provider's liability for this property will not exceed the amount recoverable from the insurance. Additional insurance coverage may be obtained if it is requested in writing, and if the premium is paid to the provider.

Delivery:

Unless otherwise specified, the price quoted is for a single shipment, without storage, F.O.B. provider's platform. Proposals are based on continuous and uninterrupted delivery of the complete order. If the specifications state otherwise, the provider will charge accordingly at current rates. Charges for delivery of materials and supplies from the customer to the provider, or from the customer's supplier to the provider, are not included in quotations unless specified. Rush or next day delivery will be subject to increase in shipping costs by the client. Title for finished work passes to the customer upon delivery to the carrier at shipping point, or upon mailing of invoices for the finished work or its segments, whichever comes first.

Production Schedules:

Production schedules will be established and followed by both the customer and the provider. It is understood that there will be delays due to accidents, strikes, accidents, delays of suppliers or carriers, energy failure, or acts beyond the control of the printer. In the event of a schedule interruption or delay, proper notice of final delivery date will be given to the customer.

Outside Purchases:

Unless otherwise agreed upon documentation, all outside purchases as requested or authorized by the customer are chargeable.

Terms/Claims/Liens:

Payment is net cash 30 calendar days from date of invoice. Claims for defects, damages, or shortages must be made by the customer in writing no later than 10 calendar days after delivery. If no such claim is made, the provider and the customer will understand that the job has been accepted. By accepting the job, the customer acknowledges that the provider's performance has fully satisfied all terms, conditions, and specifications. The provider's liability will be limited to the quoted selling price of defective goods, without additional charge for special or consequential damages. As security for payment of any sum due under the terms of an agreement, the provider has the right to hold and place a lien on all customer property in the provider's possession. This right applies even if credit has been extended, notes have been accepted, trade acceptances have been made, or payment has been guaranteed. If payment is not made, the customer is liable for all collection costs incurred.

Liability:

Disclaimer of Express Warranties: The provider warrants that the work is as described in the purchase order. The customer understands that all stock footage, test shots, sketches, copy, dummies, and preparatory work shown to the customer are intended only to illustrate the general type and quality of the work. They are not intended to represent the actual work performed.

Disclaimer of Implied Warranties: The provider warrants only that the work will conform to the description contained in the purchase order. The provider's maximum liability, whether by negligence, contract, or otherwise, will not exceed the return of the amount invoiced for the work in dispute. Under no circumstances will the provider be liable for specific, individual, or consequential damages.

Indemnification:

The customer agrees to protect the provider from economic loss, expenses and damages on account of any and all claims, demands, actions and any proceeding that may be against the designer on grounds of unknowingly violating any copyrights and or proprietary right of any person. This will apply regardless of responsibility for negligence. The designer is not liable if the customer fails to obtain correct usage rights and said materials.

Copyrights:

The customer warrants that the subject matter to be photographed or recorded is not copyrighted by a third party. There will be no use of a designer's work except upon receiving compensation. The customer also recognizes that because subject matter does not have to bear a copyright notice in order to be protected by copyright law, absence of such notice does not necessarily assure a right to reproduce. The customer further warrants that no copyright notice has been removed from any material used in preparing the subject matter for reproduction. To support these warranties, the customer agrees to indemnify and hold the provider harmless for all liability, damages, and attorney fees that may be incurred in any legal action connected with copyright infringement involving the work produced or provided.

Personal or economic rights:

The customer also warrants that any work done does not contain anything that is libelous or scandalous, or anything that threatens anyone's right to privacy or other personal or economic rights. The customer will, at the customer's sole expense, promptly and thoroughly defend the provider in all legal actions on these grounds as long as the provider promptly notifies the customer of the legal action and gives the customer reasonable time to undertake and conduct a defense. The provider reserves the right to use his or her sole discretion in refusing to print anything he or she sees as illegal, libelous, scandalous, improper, or infringing upon copyright law.

Storage:

The provider will retain intermediate materials until the related end product has been accepted by the customer. If requested by the customer, intermediate materials will be archived for an additional period for additional charge. The provider is not liable for any loss or damage to archived material beyond what is recoverable by the provider's fire and extended insurance coverage.

Taxes:

All amounts due for taxes and assessments will be added to the customer's invoice and are the responsibility of the customer. No tax exemption will be granted unless the customer's "Exemption Certificate" (or other official proof of exemption) accompanies the purchase order. If, after the customer has paid the invoice, it is determined that more tax is due, then the customer must promptly remit the required taxes to the taxing authority, or immediately reimburse the provider for any additional taxes paid.

Telecommunications:

Unless otherwise agreed, the customer will pay for all transmission charges. The provider is not responsible for any errors, omissions, or extra costs resulting from faults in the transmission. http://kbmprinting.com/trade.html