

## *Pro ART Source* Printing Agreement 2007

Subject to the terms and conditions contained hereunder, I

\_\_\_\_\_ hereby grant Pro ART Source (PAS) the right to print the work of the artist/publisher (AP) titled:

I also understand that this publishing agreement will be valid for all other works submitted by me for printing in the future unless otherwise directed.

AP warrants he/she is the owner of the copyright or has the authorization from copyright holder and has the right to enter into this agreement and authorizes PAS to print this work and all works in the future as outlined below.

### SECTION 1

Initial each numbered item unless unapplicable.

(1)\_\_\_\_\_ AP is supplying original artwork. Value of original artwork is \$\_\_\_\_\_

(2)\_\_\_\_\_ AP original, transparency or file is insured for fire, theft and flood while on the premises of PAS by AP. It is not insured for workmanship or shipping. If AP wants to insure original, transparency or file when shipping to and from PAS then AP is responsible for those charges. AP is also responsible for any scanning and shipping charges if the piece needs to be sent out for photography and drum scanning.

(3)\_\_\_\_\_ AP is supplying a transparency or digital file. This artwork, transparency or digital file will be scanned (by PAS or sent out for a drum scan), inspected and color corrected on a hard disk at the rate of \$50 per hour billable in 1/2 hour increments. We cannot or will not guarantee that a image can be pre-pressed and completed within a set period of time or for a flat rate and do the job right. AP is also responsible for any scanning and shipping charges if the piece needs to be sent out for photography and drum scanning.

(4)\_\_\_\_\_ AP will sign the final proof as confirmation of approving the proof. This proof will indicate the artists approval and no printing can commence until PAS received the signed proof as confirmation. Because inks and substrates vary from batch to batch, PAS can only guarantee PAS can come within 90% of the approved artist proof. Other proofs may be required during the color correction process depending on the complexity of the job

(5)\_\_\_\_\_All printing will be billed at the below quoted rate. A \$250 deposit is required for all pre-press work before starting the order. Except in case where pre-approved credit is arranged, all printing must be paid 50% in advance and the balance when the work is completed. PAS reserves the right for all printing to be paid in advance. Printing of each image shall be billed at the rate below.

Prices are per Square Inch

Canvas \$.13

Watercolor Paper \$.13 not currently available

Poster Paper (matte or gloss) \$.06

Indoor/Outdoor Banner w/Grommets \$.09

Other \$\_\_\_\_\_

(Coating canvas is not included in printing price and should not be done until piece is stretched. Our coating recommendation is "Clear Jet")

**PAS HAS THE RIGHT TO DETERMINE SPECIAL RATES BECAUSE OF COMPLICATIONS OF ORIGINAL ART THAT MAY PRESENT SPECIAL PROBLEMS IN THE GICLÉE PRINTING PROCESS.**

(6)\_\_\_\_\_The AP grants PAS from time to time to print samples of the work for the purpose of promoting PAS's printing skills to perspective customers of PAS, which will be marked as "SAMPLE" or to print printers proofs for the purpose of comparing print quality for future printing. The above mention prints will not be sold for any reason whatsoever by PAS. PAS does print 2 (two) printers proofs and marked as such and signed by the artist and may do with those as they see fit.

(7)\_\_\_\_\_Ownership of scan. It is the policy of PAS that the customer is the sole owner of the scanned final image upon full payment. We will archive to CD a copy of the file for the customer and another for our files. At some later time, the customer may request in writing that we destroy our copy of the image on file if the edition is sold out.

(8)\_\_\_\_\_AP and PAS agree that a faxed counterpart of this printing agreement evidencing the signature of AP shall be effective as an original signature for the purposes of this agreement.

(9)\_\_\_\_\_PAS reserves the right to change this "printers agreement" and the rates it charges.

## SECTION 2

RETURN POLICY ... Pro ART Source is continually striving to improve the quality and life of our printing and indeed ans come a long way. Original art and prints fade depending on where they are displayed. Under normal lighting conditions in a home or office at about 450 lumens, a giclée print should last fifty years or more. However,displayed under intense art gallery light conditions or sometimes 6000 lumens or more in direct sunlight, any print will fade, be it a giclée print, a serigraph, a lithograph, or even an original (especially watercolors). Therefore Pro ART Source will not be responsible for any returns with prints displayed under abnormal lighting conditions.

We will also not be responsible for (1), Any prints that have been embellished in any way by the AP, or treated with unrecommended coatings by the AP or framer. (PAS recommends "Clear Jet", and only after stretching.) (2), We will not be responsible for any prints damaged by the framer or prints that have been abused during the framing process. (3), We will not accept any prints that have been scratched or abused after they left our shop. (4), Any prints that come in contact with cleaning fluids or other liquid substances and (5), Prints with dust spots or natural blemish characteristics of the canvas smaller than 1/8" in diameter or printing spit-ups smaller than 1/8" in diameter. (Note: Canvas prints can not be coated prior to stretching due to the fact that PAS cannot guarantee that all framers are experienced enough with giclées to know how to properly stretch coated canvas. Therefore, PAS does not coat unstretched pieces. That will be the responsibility of framer or AP and should not be done until after stretching.)

The AP has read this return policy and understands it. AP must sign this printing agreement before any work is done and agrees to the terms of this printing agreement.

AP's Signature:\_\_\_\_\_ Date:\_\_\_\_\_