

Standard Terms and Conditions:

Art4RealEstate is a division of MG Lomb Advertising, Inc., a New York State Corporation. For the purposes of this agreement Art4RealEstate will be referred to "Agency," and, entity engaging in business with Agency will be referred to as "Client." In the absence of alternate terms and conditions governing business between Agency & Client the following terms and conditions shall apply.

1. **Time for Payment**
All invoices are payable within 30 days of the date of creation listed on the invoice. A 1 1/2 % finance charge is payable on all overdue balances. The grant of any license or right of copyright is conditioned on receipt of full payment. Client agrees to pay a bounced check fee of \$25.00 for all returned checks.
2. **Default in Payment**
The Client shall assume responsibility for all collection of reasonable legal fees necessitated by default in payment.
3. **Estimates**
If this form is used for an estimate or assignment confirmation, the fees and expenses shown are minimum estimates only. Final fees and expenses shall be shown when invoice is rendered. The Client's approval shall be for any increases in fees or expenses that exceed the original estimate by ten percent (10%) or more.
4. **Changes**
The Client shall be responsible for making additional payments for changes in original assignment requested by the Client. However, no additional payment shall be made for changes required to conform to the original assignment description. The Client shall offer Agency first opportunity to make any changes.
5. **Assignment of Responsibility**
Agency shall designate the person(s) designated as "REP" on associated work orders, and Client shall designate the person(s) designated as "ORDERED BY" on associated work orders as the only designated persons who will send and accept all deliverables and receive and make all communications between Agency and Client. Neither party shall have any obligation to consider for approval, or respond to, materials submitted by persons other than the designated person(s). Each party has the right to change its designated person(s) upon ten (10) working days written notice to the other.
6. **Testing and Acceptance Procedures**
The Agency will make every good faith effort to test all deliverables thoroughly and make all necessary corrections as a result of such testing prior to handing over of deliverables to Client. Upon receipt of the deliverables, Client shall either accept the deliverables and make the milestone payment, or, provide Agency with written notice of any corrections to be made and a suggested date for completion which should be mutually acceptable to both the Agency and Client.
7. **Expenses**
The Client shall reimburse the Agency for all expenses arising from this assignment, including the payment of any sales tax due on this assignment. Agency shall invoice Client for payment of all said expenses upon delivery of Final Version, with payment terms of Due On Receipt.
8. **Cancellation**
In the event of cancellation of this assignment, ownership of all copyrights and any original artwork shall be retained by the Agency, and a cancellation fee for work completed, based on the prorated portion of the next payment and expenses already incurred, shall be paid by Client within ten (10) days.
9. **Ownership and Return of Artwork**
The Agency retains ownership of all artwork, whether preliminary or final, and the Client shall return such artwork within 30 days of use unless indicated otherwise by separate written agreement mutually agreed to and signed by both Agency and Client.
10. **Ownership of Copyright**
The Client acknowledges and agrees that the Agency retains all rights of copyright in the subject material.
11. **Releases**
The Client shall indemnify the Agency against reasonable claims and expenses including reasonable attorney's fees, due to uses for which no release was requested in writing or for uses that exceed authority granted by a release.
12. **Modifications**
Modification to these terms and conditions must be written, except that the invoice may include, and the Client shall pay, fees or expenses that were orally authorized in order to progress promptly with the work.
13. **Stock Photography**
Agency will provide all stock photography required to complete all deliverables defined within an associated work order. Agency provides the option for Client to purchase stock photography from Agency at a minimum cost of \$25.00 per image, but does not guarantee that the available selection of stock photography images will fulfill all needs; if this occurs Agency will provide alternate stock photography options to Client for consideration and determine mutually agreeable pricing. Client agrees that stock photography costing more than \$100.00 will have payment terms of Due On Receipt.
14. **Printing**
Agency will provide the printing of all deliverables defined in the corresponding work order, unless otherwise indicated on the associated work order. Any payment made by Client for printing will be made directly to Agency, and not to any third party. Agency will provide competitive pricing for printing to Client, although the pricing for printing provided may not be the lowest available.
15. **Electronic Files**
The Agency may, as specified by work order, provide Client with electronic files for use by Client. Agency will only provide files in the Adobe .PDF format. The Agency will password-protect these files. Editing of these files is not permissible, unless clearly otherwise indicated on the corresponding work order, or, by separate written agreement mutually agreed to and signed by both Agency and Client.
16. **Rights Transferred**
Use granted to Client by the Agency is specified within the corresponding work order. Usage beyond that granted to the Client by the Agency in a corresponding work order shall require Agency's advance written notice and approval. Agency reserves the right to charge for additional use.
17. **Warranty of Originality**
The Agency warrants and represents that, to the best of his/her knowledge, the work assigned hereunder is original and has not been previously published, or that consent to use has been obtained on an unlimited basis; that all work or portions thereof obtained through the undersigned from third parties is original or, if previously published, that consent to use has been obtained on an unlimited basis; that the Agency has full authority to use has been obtained on an unlimited basis; that the Agency has full authority to make this agreement; and that the work prepared by the Agency does not contain any scandalous, libelous, or unlawful matter. This warranty does not extend to any uses that the Client or others may make of the Agency's product which may infringe on the rights of others. Client expressly agrees that it will hold the Agency harmless for reasonable direct costs caused by the Client's use of the Agency's product to the extent such use infringes on the rights of others.
18. **Limitation of Liability**
Client agrees that it shall not hold the Agency or his/her agents or employees liable for any incidental or consequential damages that arises from the Agency's failure to perform any aspect of the work order in a timely manner, regardless of whether such failure was caused by intentional or negligent acts or omissions of the Agency or a third party.
19. **Dispute Resolution**
Any disputes in excess of \$2,500 arising out of this Agreement shall be substituted to binding arbitration before the Joint Ethics Committee or a mutually agreed-upon arbitrator pursuant to the rules of the American Arbitration Association. The Arbitrator's award shall be final, and judgment may be entered in any court having jurisdiction thereof. The Client shall pay all arbitration and court costs, reasonable attorney's fees, and legal interest on any award of judgment in favor of the Agency.
20. **Acceptance of Terms**
The signature of the Client on the corresponding work order shall evidence acceptance of these terms.