

Maui Giclée Printing Agreement

Subject to the terms and conditions contained hereunder, I _____
 Hereby grant Maui Giclée (**MG**) the right to print the work of the publisher/artist (**PA**) titled:

IMAGE TITLE	VALUE

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.

PA 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 **MG** to print this work and all works in the future as outlined below.

SECTION 1.

Initial when applicable:

- (1) _____ **PA** is supplying: _____ Original artwork _____ Transparency _____ Digital file.
 This original artwork, transparency or digital file will be scanned, inspected and color corrected on a hard disk at the rate of \$50 per hour billable in 1/2 hour increments. FREE scanning will only be applied to an image when that image will be color corrected and printed within 30 days from when the initial job is taken in. Large Artist Proofs can be purchased only once for each image. We cannot or will not guarantee that an image can be pre-pressed and completed within a set period of time or for a flat rate and do the job right.

- (2) _____ **PA** original, transparency or file is insured for fire, theft and flood while on the premises of **MG**. It is not insured for workmanship or shipping. If **PA** wants to insure original, transparency or file when shipping to and from **MG** then **PA** is responsible for those charges.

- (3) _____ **PA** will sign a fax or written confirmation of the approved proof. This proof will indicate the artist's approval and no printing can commence until **MG** receives this proof of confirmation. This signature approval will be binding unless an additional or second match proof is signed, dated and received by **MG**. Because inks and substrates vary from batch to batch **MG** can only guarantee **MG** 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.

- (3) _____ **PA** will be responsible for recolor correcting cost for images that have not been printed within 2 years, this is due to the printing industry constantly changing/upgrading their inks, printers and media.

- (5) _____ All printing will be billed at the below quoted rate. A \$100.00 deposit is required for all pre-press work before starting the order. Except in cases where pre-approved credit is arranged and the balance is due when work is completed. **MG** reserves the right for all printing to be paid in advance. Printing of each image shall be billed at the rate below.

Square Inches _____ Pricing Per Square Inch

No Minimum

11¢

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

- (6)___The **PA** grants **MG** from time to time to print samples of the work for the purpose of promoting **MG's** printing skills to perspective customers of **MG**, which will be marked as "Sample" or to print printers proofs for the purpose of comparing print quality for future printing. These prints cannot be sold for any reason whatsoever by **MG**.
- (7) ___ Upon your request we can make a duplication of your image that is suitable for advertising and promotion at your request for \$15 per image and \$3 for the CD. When the edition is completed we will at your request destroy the hard disk master in our file. If for any reason the **PA** decides to stop printing with **MG**, **MG** will--if requested in writing--destroy the hard disk. Otherwise **MG** will keep this hard disk on file.
- (8) ___**PA** and **MG** agree that a faxed counterpart of this printing agreement evidencing the signature of **PA** shall be effective as an original signature for all purposes of this agreement.
- (9) ___**MG** reserves the rights to change this "printer's agreement" and the rates it charges with notification.

SECTION 2

RETURN POLICY...Maui Giclée is continually striving to improve the quality and life of our printing and indeed has 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 giclee print should last thirty years or more. However, displayed under intense art gallery light conditions of sometimes 6000 lumens or more or in direct sunlight, any print will fade, be it a giclée print, a serigraph, a lithograph, or even an original. Therefore **MG** 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 not been treated with our coatings or prints that have been embellished by the **PA**, or treated with additional coatings by the **PA**. (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 leave our shop. (4), any prints that have 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 inch in diameter or printing spit-ups smaller than 1/8 inch in diameter.

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

Name: _____ **Date:** _____

Shipping address (Door to Door) : _____

City: _____ **State:** _____ **Zip Code:** _____

Phone Number(s): _____

PA's Signature: _____ **Date** _____