

# A.S. DESIGNS & SERVICES DESIGN CONTRACT

THIS AGREEMENT, made and entered into this day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_ (“The Buyer”), having their principle place of business at \_\_\_\_\_, and A.S. DESIGNS & SERVICES, (“The Vendor”), having their principle place of business at 134 Kilauea Ave, Hilo, HI 96720, referred to herein collectively as the “Parties.”

WHEREAS, both Parties are in the business, of among other things, creating, owning and operating marketing tools for public and private purposes, as well as providing programming, content and entertainment information services for such:

WHEREAS, THE BUYER has engaged the services of THE VENDOR in designing and developing MARKETING MATERIALS including, but not limiting to business cards, logos, brochures, and letterheads for the estimated fee of \$ \_\_\_\_\_, where applicable as long as this contract is in effect, or until a provision is made stating otherwise by both parties.

WHEREAS, if additional design & development above and beyond that estimated is required, an hourly rate will be charged for same.

THE BUYER will retain all intellectual property rights, all assignable rights or other rights to the works created by the Vendor unless specifically stated and agreed upon in writing.

## 1. REPRESENTATIONS AND WARRANTIES

- a. THE BUYER and THE VENDOR each represent and warrant to, and agree with, the other that:
- i. They have the power and authority to enter into this Agreement and to fully perform their respective obligations hereunder, and this Agreement has been duly executed by it and constitutes a valid and enforceable obligation of it:
  - ii. The agreement complies with all federal, state and local laws, rules and regulations.
  - iii. They own or control all rights to the content and programming elements mentioned herein and are empowered to grant the rights, licenses and privileges hereunder.

## 2. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between THE BUYER and THE VENDOR with respect to the subject matter contained herein, and no waiver, modification, alteration or amendment of any of the terms or conditions contained herein shall be effective unless and until set forth in writing, duly signed by both Parties.

IN WITNESS WHEREOF, the parties herto have executed this Agreement as of the date and year first above written by their duly authorized representative.

BY:	NAME:
DATE:	THE:
BY:	NAME:
DATE:	THE:

