

GRAPHIC DESIGN Contract

This contract including its attachment of the Web Design Proposal dated today: November 21, 2013 provides Michael Cheikin MD and Greg Condon Design with a formal, binding understanding and agreement to purposes and goals. The terms follow:

1. Engagement.

Michael Cheikin MD, located at 832 Germantown Pike. Suite 3, Plymouth Meeting, PA 19462, is engaging Greg Condon Design, located at 227 East Meade Street, Philadelphia, PA 19118 as an independent contractor for the specific project of designing and implementing graphics and/or logos and any other directories or programs which need to be accessed in order to complete this project. The scope of this project is detailed in the document "Cheikin Prpsl March 16, 2018" sent March 16th, 2018.

2. Warranties.

Greg Condon Design represents and warrants to Michael Cheikin MD that it has the experience and ability to perform the services required by this Contract; that it will perform said services in a professional, competent and timely manner; that it has the power to enter into and perform this Contract; and that its performance of this Contract shall not infringe upon or violate the rights of any third party or violate any federal, state and municipal laws. However, Michael Cheikin MD will not determine or exercise control as to general procedures or formats necessary to have these services meet Michael Cheikin MD's satisfaction. Michael Cheikin MD represents and warrants to Greg Condon Design that it will provide The Michael Cheikin MD materials as required in a professional, competent, and timely manner; that it has the power to enter into this Contract on behalf of Michael Cheikin MD; and that its performance of this Contract shall not infringe upon or violate the rights of any third party or violate any federal, state or municipal laws.

3. Graphic Design Contract Components.

1. Textual Content. Textual content will be supplied already composed and typed by Michael Cheikin MD. Michael Cheikin MD may also elect to hire Greg Condon Design for copy writing services.
2. Photographs and Videos. Photographs and Videos will be supplied by Michael Cheikin MD in digital format.
3. Upload. Development of Graphics and other elements will take place on Greg Condon Design's development server. Greg Condon Design will upload the completed graphic designs and elements to Michael Cheikin MD's hosting web server for proof viewing. Corrections can be made at this time and reported to Michael Cheikin MD's hosting server.
4. Incidental expenses. Incidental expenses not in the price included expenses such as premium stock photography, themes, plugins, etc. While typically free or inexpensive, we

haven't yet determined what we need so I can't incorporate these items into the overall price.

4 . *Payment Schedule. Fees to Greg Condon Design are due and payable on the following schedule.*

*deposit to begin work	\$2627.50
upon completion of major elements	\$1313.75
upon completion of work.	\$1313.75
Total	\$5255.00

To get the work started, please send a check to:

Greg Condon Design
227 East Meade Street
Philadelphia, PA 19118

5. *Copyrights and Trademarks.*

Michael Cheikin MD represents to Greg Condon Design and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Greg Condon Design for inclusion in the graphic design are either owned by Michael Cheikin MD, or that Michael Cheikin MD has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend Greg Condon Design from any claim or suit arising from the use of such elements furnished by Michael Cheikin MD.

6. *Copyright to graphic designs.*

When final payment is received and graphic designs are provided to the Michael Cheikin MD in .JPG, .GIF, and .AI format on CD ROM the Copyright to the pages will be as follows: Logos, banners, buttons and other graphics created by Greg Condon Design, for Michael Cheikin MD, are owned and copyrighted by Michael Cheikin MD. Greg Condon Design is not required to keep or provide Michael Cheikin MD with native source files used in the creation of these graphics. Content and photographs provided by Michael Cheikin MD are owned and copyrighted by Michael Cheikin MD or respective owners who have granted use rights to Michael Cheikin MD. Greg Condon Design reserves the right to display completed graphic design as part of a graphic design portfolio.

7. *Payment of Fees.*

In order for Greg Condon Design to remain in business, payments must be made in a timely manner. Payments are due by the dates outlined above. Outstanding balances that are 30 days past due will be assessed a late fee of 1.5% per each month of delinquency. Greg Condon Design reserves the right to hold graphics until final payment is made. This agreement becomes effective only when signed by Greg Condon Design Regardless of the place of signing of this agreement, Michael Cheikin MD agrees that for purposes of venue, this contract was

entered into in Philadelphia, Pennsylvania, and any dispute will be litigated Philadelphia, Pennsylvania.

9. Sole Agreement.

The agreement contained in this "Graphic Design Contract" constitutes the sole agreement between Greg Condon Design and Michael Cheikin MD regarding the graphic design needs of Michael Cheikin MD. Any additional work not specified in this contract or graphic design quote sheet must be authorized by written change order. All prices specified in this contract will be honored for six (6) months after both parties sign this contract. Continued services after that date will require a new agreement.

10. Price \$5255.00 USD The undersigned agrees to the terms of this agreement on behalf of his or her organization or business.

On behalf of Michael Cheikin MD (authorized signature):

_____ Date _____

Greg Condon Design owns the copyright for this document and all its contents. This contract should be considered private and confidential and may not be shared with any third party without the express permission of Greg Condon Design.