

Sourcebook Terms and Conditions

- Advertising Space.** You authorize the Guild, Inc. to publish the ad described on the cover page of this agreement, including the photographs or other images you supply, in the particular Guild Sourcebook identified on the cover page of this agreement and in all the editions, revisions, and reprints of this Sourcebook.
- Cancellations and Liability.** All materials you submit for publication are subject to the approval of the Guild, Inc. If we reject the ad for any reason, we will refund any money you have paid and cancel this contract. If you cancel your ad for any reason, your payments are not refundable. You must notify us within 30 days after you get your copy of the Sourcebook if you discover any production errors in your ad or page reprints. Our liability in such cases will be limited to credits against the cost of ads in future editions, and payments are not refundable. The amount of the credit will be determined by the Guild, Inc., and may be up to, but not exceeding, the amount paid for the ad.
- Communications.** Most of the Guild, Inc. communications with you will be sent via email or fax. You agree to help us facilitate communications by having a working email address and/or fax number that you check regularly.
- Production Process.** The cost of an ad includes typesetting, layout, a low-resolution PDF or black-and-white laser proof, and color separations for **two** (2) transparencies, slides, or digital images accompanied by hard copy color proofs, which you will provide. If you want extra photos, silhouettes, or other extra services described in our Production Packet, we will bill you separately for them. You also supply electronically a 150-word artist statement, which is printed separately from your artwork page in an Artist Statement section in the back of the book.
- Proofing Process.** We will provide you with a low-resolution color proof of your ad and your artist statement via email as PDF attachments. The proofs will not reflect the accurate color or quality of the final, full-color printed images and text. Please check the layout and copy and respond to us via email or fax within (3) three business days. We count on you to catch any errors and cannot accept responsibility for those not brought to our attention. We may edit copy for grammar, length, clarity, and consistency. In the event that you have problems opening our email attachments and/or you do not have a working fax, we will provide you with a black-and-white laser proof via mail.
- Late Fees and Alteration Fees.** We will charge a late fee of \$100 per month for any required production materials, including but not limited to official submission forms, images of artwork, copy, and CMYK proofs, received after the deadline written on this contract. Any changes to your ad or artist statement after you have signed off on your proof will result in a \$200 charge - per change. We cannot make any changes within two weeks of going to press. If you cannot meet the deadlines then your accumulated payments will be credited to a future Sourcebook edition and you will be assessed a \$100 transfer fee. Payment processing fees are non-transferable and non-refundable. Upon transfer, you will also be required to pay the difference between current and future rates.
- Additional Public Display Including Online Exposure.** As part of our efforts to market your artwork, you authorize us to display the images of the artwork illustrated in your print ad, together with your name, supporting text, and artist statement in any media including but not limited to Guild website(s). Also, as part of our efforts to build a national market for the work of Sourcebook artists, we may feature your artwork in publications such as trade books, magazines, newspapers, videos, web and online presentations, and other media. You authorize us to include your work, and to attribute it to you, in any such publications, whether offered free or sold to the trade or public. Professional photographers will always be credited whenever their images are used provided you have supplied us with their names.
- Commission.** Design Professionals who are logged in on our primary Sourcebook website will be able to contact you directly via email and phone. The Guild, Inc. will not be directly involved in, nor take any commission on sales resulting from Design Professionals contacting you directly. From time to time, retail customers and design professionals may contact the Guild seeking assistance with a project, commission, or purchase of artwork not shown on our retail website. If you accept a sale of your work generated by the Guild through such an inquiry, you agree to pay the Guild a commission on such sales on a sliding scale ranging from 15% to 50% of the selling price, depending on the value of the project, amount of work required by the Guild, and other factors. Level of commission will be discussed and agreed upon early in the process of developing the customer proposal for the project.
- Payment Terms.** You agree to pay a 1.5% monthly late fee on any payment we receive after the due dates specified on the cover page of this agreement. We will pull your ad if your monthly payments are not up to date by the printing deadline and you will not receive a refund. We will ship your copy of the Sourcebook and your reprints, and include your images on the Guild website, when your bill is paid in full. **Please note that these fees are separate from those under number 6 above.**
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- Successors and Assigns.** The rights and obligations of the parties to this agreement will be binding on, and will be of benefit to, each of the parties' respective representatives, successors, permitted assigns, heirs and estates.
- Governing Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. You hereby consent and submit to the jurisdiction and forum of the state courts and federal courts in the State of Wisconsin, in the city of Madison, in all questions and controversies arising out of this agreement.