



Business Policy

LAKE
ASSOCIATES

Illustration

&

Graphic

Design

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Indianapolis

Indiana

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317.639.2779

fax

317.639.0287

e-mail

whitneylakeassociates
@earthlink.net

Ordering Information

1. All orders are taken on a first-come, first-serve basis.

A. Scheduling backlog may change on a daily basis. Place your order as soon as you have complete information available. This will insure quickest possible turn-around time.

Typical backlog or waiting period varies from 2 weeks to 2 months.

B. Due to scheduling complications, orders are assumed to be normal production, and are taken on that basis only (see production notes). Normal production means : 1 rough, 1 final. If your design will continue to evolve throughout artwork production, please do not place a work order until you are sure of what you want. Should you require changes after finished artwork has been completed (inking and/or color), your order will be placed into production in the order in which it was received with respect to pre-existing orders.

2. Rush Orders

A. Rush orders will be taken on an availability basis only. Please consult to determine.

B. Rush orders are defined as those which require:

1. work to be produced and/or completed during weekends or holidays.
2. work to be produced and/or completed between the hours of 5 p.m. and 8 a.m.
3. work requiring a turn-around time of 1 week or less.

C. Rush orders are accepted with the understanding that such work will be billed at double the current hourly labor rate.

D. Normal production guidelines apply.

3. Cancellations

A. Cancellations which occur up to production time will incur no charges, however, the reserved time slot will be filled by the following reservation, and will necessitate rescheduling should you decide to continue later.

B. All cancellations which occur during production will be invoiced for labor and materials up to the quoted price, depending upon the stage of completion.

C. Roughts not returned to Lake Associates within 14 calendar days shall be considered to be cancelled, and invoicing for services performed up to that point shall commence.



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Billing and Payment

1. An approved credit application, a purchase order, and/or a contract is required for any work to be done by Lake Associates to begin.
2. Invoicing shall occur upon delivery of completed artwork.
3. Lake Associates terms of payment are net 10.
4. Clients who consistently choose to pay upon delivery shall receive priority status, which entitles them to reservation of time slots emptied via cancellation.
5. Invoices over 30 days old from Lake Associates date of invoice shall incur:
 - A. A late charge amounting to 10% of the invoice total.
 - B. Interest accumulated on a daily basis at the rate of 18% per annum.
6. Clients having invoices over 60 days old shall be placed on a 50% down, 50% upon delivery basis until account is current. Invoice/s outstanding after this period of time shall also be referred for collection.
7. All new clients must furnish a 50% deposit and pay remainder on delivery.
8. Lake Associates reserves the right to terminate account privileges at its discretion.

Reproduction Rights

Lake Associates authorizes all clientele to reproduce artwork manufactured by Lake Associates for said client without restraint, in terms of quantity, media and size. Lake Associates does not authorize however, *any* reproduction of its' creations in a changed, amended, or otherwise mutilated form that has not been authorized in writing by Lake Associates. Any display of Lake Associates creations in such an amended state will be deemed a copyright infringement and may result in legal action.



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Production Notes

1. Normal production includes:

- A. Initial meeting to discuss project (local area only).
- B. Rough draft for approval.
- C. Delivery of rough draft.
- D. Completed artwork.
- E. Delivery of completed artwork.

2. Normal production does *not* include:

- A. More than 1 meeting. Additional meetings may be scheduled at current hourly rate, including travel time, actual meeting time and mileage.
- B. Return delivery of rough approval materials to Lake Associates. In the event that client desires courier service, same shall be billed to client in addition to stated job cost at the rate of cost plus 10%.
- C. Any and all changes/alterations required by client beyond rough stage.
- D. Reproductions of finished artwork, unless quoted by Lake Associates as an additional charge to original cost.

3. The Rough Draft

- A. Will be furnished for your approval, and is given for the purpose of:
 1. Insuring accuracy of final artwork.
 2. Receiving authorization to continue work.
 3. Protection of both parties interests.
- B. All changes/alterations must be made prior to returning the rough draft to Lake Associates. Any and all changes/alterations made after this stage shall incur additional charges. Most changes at the rough stage are included within stated pricing parameters. Changes *not* included may involve but not be limited to the following:
 1. Change of viewpoint.
 2. Floor plan change/s requiring significant changes in elevation/s.
 3. New floor plan or elevation.
 4. New site arrangement.Lake Associates reserves the right to determine if changes/alterations are excessive and/or subject to additional charges.
- C. Mark changes/alterations directly on the print with red ink. Sign, date and check appropriate boxes within the authorization window. Work will not commence until authorization window has been completed.
- D. Lake Associates does not assume responsibility for any information ommitted by client either at time of initial contact, or upon approval and return of rough draft/s.

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Production Notes (Con't.)

4. Reference Materials

Appropriate materials are: scaled and accurate floor plan/s, elevations, roof plans, site plan, landscape plan, furnishings, materials and colors, logos and other helpful information such as site photographs, previous installations etc. Architectural drawings furnished electronically should be furnished as .pdf files, and shall incur an additional charge for printing to size. Lake Associates assumes no responsibility for information omitted by client at any stage of the production process.

Care of Original Artwork

Lighting

Original artwork that is of a watercolor, marker or color photographic nature will fade over a period of time. This is due to the presence of ultraviolet light. Ultraviolet light is generated through direct sunlight and to varying degrees through artificial and most notably, fluorescent lighting.

It is recommended that if a permanent installation of this sort of artwork is desired, that a reproduction of the artwork should be obtained for these purposes, while the original/s remain in storage.

If it is to be hung permanently, the following precautionary measures are suggested to avoid fading and/or discoloration.

1. Never hang artwork in a place where direct sunlight will come into contact with it.
2. Install U.V. screening reflectors in your fluorescent grid fixtures.
3. Install U.V. filtered bulbs.

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DIGITAL SCANNING INFORMATION

Introduction

With the advent of the digital age, it has become necessary to be able to publish all forms of communication digitally, for processing through the internet or emailing for review or printing; that much we already know. What has changed recently, however, is the process by which one can obtain a digital scan of a traditional flat artboard. There are a number of ways that this can be done; and the purpose of this communication is to familiarize the processes and their related pros/cons to those who may not have this knowledge, in order that they may make an appropriate decision on the route they want to take. Outlined below are 3 various ways that a digital scan from traditional flat artwork can be accomplished.

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1. Pass-thru scanner.

Currently, the only available source for this in Indianapolis is Reprographics, inc. on North Illinois Street, downtown. The process is fairly simple, in that the artboard is simply passed through a large throat scanner. **The pros:** fast, simple and economic (about \$50), it accomodates boards and paper art up to 36" wide by whatever length. **The cons:** If your artboard is thicker than 3/16" it will not pass thru. Markings can occur on your artboard from the rubber roller feed wheels; if you have a delicate surface, erasure of the markings could damage the artwork permanently. Although resolution can be very high (300ppi +) the color fidelity is not always what one might want. For example, light colors and pastels tend to get 'burnt out' from overexposure. That cannot be fixed in Photoshop, since the information has been lost. If you elect to use this method, you must accept the responsibility of possible damage to the original artwork and less than 100% color fidelity; also, Lake Associates must be paid in full before the artwork can be released to a third party.

2. Flatbed scan of large format film transparency.

This is the method that Lake Associates has employed for quite some time. The artwork is photographed using a 4x5 view camera with a high resolution German lens. The film is processed and then scanned, color corrected, retouched and adjusted before being furnished as a digital file on cd to the client. **The Pros:** better color fidelity, similar price range. **The cons:** The charge per piece of artwork has been \$50. However, large format film processing is no longer available in Indianapolis. As a result, the film must be sent to Chicago, processed and sent back before the scan can be made. In effect, that process adds 3 days and \$50 in shipping costs to accomplish, in addition to the cost of the scan itself. If one is scanning one piece of artwork, the price would be \$100 (\$50 for the processing/shipping and \$50 for the scan). For quantities greater than one, the scan is \$50 each, provided the order is placed at the same time as the first, or initial scan.

3. Archival scanning.

This process is offered by a new company in Indianapolis, which has a very special piece of equipment, a Cruse 295 ST-FA. This scanning device incorporates a sliding bed positioned under a precision German lens. The scanner is a sort of mix of the above 2 processes, and has been chosen by various museums and institutions around the world for its' high degree of accuracy. **The pros:** The process has no parallex error. The scan is touted as a 1 for 1 reproduction. It can scan objects/artboards in size from 59 x 96 inches and 4 inches thick with file sizes up to 1.1 Gigabytes and 48 bit color depth. **The cons:** It is more expensive. I have been quoted a price of around \$250 for one scan of a 24x36" artboard. Since the artboard travels to a third party before delivery to the client, the same parameters as method # 1 above shall apply, regarding liability and payment in full prior to release.



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CONTRACTUAL CONDITIONS AND PROVISIONS

As used in this contract/agreement, the term 'Client' shall refer to the person/s signing the contract and/or issuing a purchase order for the commencement of services by Lake Associates as 'Client/Purchaser'.

This contract/agreement shall be binding upon all the parties hereto, and their representatives, successors, assigns and endorsers

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1. Scheduling

Scheduling is done on a first come-first serve basis. Scheduling backlogs may change on a daily basis. Scheduling is also done on a back-to-back basis. It may be impossible for Lake Associates to complete your job within your scheduled production time slot if your reference materials arrive late, or you enlarge or alter the parameters agreed upon in this contract. Guaranteed scheduling time slots are available with deposit. Lake Associates cannot guarantee a time slot without either: 1. A signed and dated contract, 2. a signed and dated scheduling contract (available upon request), or 3. A purchase order with a non-refundable deposit check. The issuance of any form of written approval of a proposal by Lake Associates constitutes acceptance of the terms and conditions contained herein, however, Lake Associates reserves the right to render said proposal/contract/agreement null and void upon review of client submitted approval/materials.

2. Reference Materials

Suitable reference materials are due at Lake Associates office no later than 5 p.m. on the day prior to your scheduled time slot. Appropriate materials are: Scaled and accurate floor plan/s, elevations, roof plans, site plan, landscape plan, materials and colors, logos and other helpful information such as site photographs, previous installations etc. Architectural drawings furnished electronically should be furnished as .pdf files, and shall incur an additional charge for printing to size. Lake Associates assumes no responsibility for information omitted by client at any stage of the production process.

3. Rough Draft/s

Rough/s and comp/s (as set forth in Lake Associates proposal/contract/agreement) shall be furnished for your approval. Completion of your project will not occur until the approved rough has been returned to Lake Associates signed and dated, with comments, alterations, etc. marked clearly. Reasonable changes/alterations are included at this stage of production. Lake Associates reserves the right to determine whether such changes/alterations are reasonable or excessive and subject to additional charges. Changes/alterations not included may involve but not be limited to the following: change of viewpoint, floor plan changes requiring significant changes in elevations, new floor plan or elevation, new site arrangement/s etc.. All alterations, changes, etc. that are requested after return of approved rough/s, comp/s (as specified in this contract/agreement) shall be invoiced as a separate item apart from this contract/agreement and in addition to the agreed upon price.

4. Finished Artwork

Production will continue after the approved rough has been returned. In the event of a cancellation or breach of contract at any point during the production process by the Client, Lake Associates shall retain all rights of copyright, and the original artwork, including sketches and other preliminary materials. Lake Associates does not imply or express warranty of artwork against fading and/or discoloration. This will occur to all artwork over varied periods of time due to ultraviolet light exposure and environmental conditions. It is recommended that precautionary archival measures be taken to avoid the inevitable occurrence of this: 1. Avoid hanging artwork in direct sunlight; 2. Install UV screening reflectors in your fluorescent grid fixtures; 3. Install UV filtered bulbs; 4. Install UV filtering glass over the artwork. It is also recommended to obtain a reproduction of the artwork for permanent display or presentation purposes while the original remains in



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5. Cancellation and/or Delay

Client agrees to reimburse Lake Associates for labor, material usage, and other outside costs incurred before notice of cancellation was received by Lake Associates. Should Client at any time during the production process, cause a delay through the following (noting by way of illustration, but not limited to): change of plans and/or specifications, negligence in returning rough/comp materials in a timely manner, 3rd party concerns, budget concerns, etc.; Client agrees to reimburse Lake Associates for labor, material usage, and other outside costs incurred before notice of delay was received by Lake Associates. In addition, Lake Associates reserves the right at its' discretion to: 1. Reschedule work contained in this contract to a later date upon review of current scheduling conditions, and/or: 2. Add to the contract price lost labor hours due to late or delayed arrival of suitable reference materials.

6. Shipping

Couriers and shippers are notorious for damaging artwork. For this reason, Lake Associates hand delivers its' own artwork, or in cases of long distance, provides a shipping case and insurance. Lake Associates does not imply or express responsibility for loss or damage due to courier/shipper negligence and/or loss or damage to artwork when such shipping is required by the Client. Client assumes liability for damage to artwork and its' replacement or restoration. Client also indemnifies and holds Lake Associates harmless against any and all claims arising from courier/shipper loss, negligence or failure.

7. Rush and or Overtime Requests

Lake Associates reserves the right to determine the definition of a 'rush' order. 'Rush' orders shall be billed at 200% of the normal charge. Overtime charges shall apply upon client request, or upon situation/s necessitated by negligence of client.

8. Contract Failure by Lake Associates

Lake Associates shall not be liable for any delay or failure to complete this contract/agreement because of any cause beyond the control of Lake Associates, noting by way of illustration, but not limited to, the following: strike, riot, labor disputes, war, unavailability of materials, customer negligence, governmental rulings and regulations, 'acts of God', issuance of valid building permits and litigation or threatened litigation pertaining to any of the foregoing.

9. Reasonable Acceptance

Lake Associates agrees to perform this contract/agreement in a workmanlike manner to the reasonable satisfaction of the client. The term: 'reasonable acceptance' shall govern all disputes. In addition, Lake Associates shall be the sole arbiter in all disputes involving artistic aesthetics.

10. Patent and Copyright Infringement

Client assumes all liability for patent and copyright infringement when goods are made to Clients' specifications, and client shall indemnify and hold Lake Associates harmless therefrom.

11. Trade Customs

Conditions not specifically stated herein shall be governed by established trade customs for Lake Associates industry.

12. Client Supplied Materials

When quotation/agreement specifies material to be furnished by Client, such materials must be of suitable quality to meet Lake Associates requirements.



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13. Collection

Should it become necessary in the opinion of Lake Associates to collect any sums due by virtue of this contract/agreement, or to enforce any of the rights hereunder through an attorney, the Client agrees to pay all costs of such collection enforcement incurred by Lake Associates or its' assigns including attorneys fees and court costs, and the Client severally waives presentment for payment, protest, notice of protest, and non payment of this contract. In addition, the venue for any and all such court proceedings shall be Marion County, Indiana.

14. Copyright and Releases

It is mutually understood and agreed that the artwork being commissioned by the Client is not considered 'work for hire'. Grant of reproduction rights is conditioned upon receipt of full payment. Client shall indemnify Lake Associates against all claims and expenses, including attorneys fees, arising from uses for which no release was obtained in writing, or for uses which exceed the authority granted by a release. Alterations to Lake Associates original artwork by others will be deemed a copyright infringement. If said work is exhibited or published in any media in such an amended state, Client agrees to immediately discontinue exhibition, distribution and/or publication of the amended artwork in any and all media, including but not limited to electronic. Client further agrees to assume all litigation costs incurred by Lake Associates in enforcing this contract condition, and understands that punitive as well as restorative damages may also be required.

15. Speculation and 3rd Party Involvement

It is mutually understood and agreed upon that this contract/agreement does not represent work for speculative purposes. Lake Associates does not do speculative work. It is also mutually agreed upon and understood that this contract and all of its' provisions, conditions etc., are enforceable and binding to the signing Client, irregardless of Clients' personal agreements with unnamed parties not a part of this contract/agreement.

16. Contract Addendums

It is mutually understood and agreed upon that any plans, specifications, rough drafts, etc. developed hereto shall be made a part of, and together with this contract/agreement shall constitute the entire contract/agreement.

(End)