



Custom Label Agreement

Name of Client: _____

Project: _____

Date of Project: _____

Schedule: Preliminary Design: _____ Final Design: _____

Fee (plus any applicable sales taxes): _____

1. **Parties.** This Custom Label Agreement (the “Agreement”) is between you (the “Client”) and Clear and Fresh Water Inc., a Wisconsin corporation (the “Clear and Fresh Water”).
2. **Work.** Clear and Fresh Water shall design a custom label for water bottles (the “Work”) for the fee and by the dates stated above. The parties shall reasonably cooperate with one another in designing the Work.
 - a. **Format.** Clear and Fresh Water shall deliver the Work to the Client in the following digital file format: (.wmf, .png, .gif, .pdf, .ai, .eps, .jpg)
 - b. **Originality.** Clear and Fresh Water warrants that, to the best of its knowledge, the Work (other than elements or content provided by the Client) is original and does not infringe the intellectual property rights of any third party.
 - c. **Limited Use.** Clear and Fresh Water grants to the Client a limited license to use the Work only on water bottles that Clear and Fresh Water sells to the Client. The Client may not use the Work in any other fashion without the express written consent of Clear and Fresh Water.
3. **Client Responsibilities.** The Client shall provide accurate, complete, and timely information and materials to Clear and Fresh Water. The Client represents and warrants (i) that it has all the necessary rights and ownership in all the materials it provides to Clear and Fresh Water under this Agreement, and (ii) that any such materials do not infringe the intellectual property rights of any third party.
4. **Client Approvals and Acceptance.** The Client shall promptly review, proofread, and approve all preliminary and final designs provided to it. Clear and Fresh Water shall use the Work approved by the Client to print and affix labels to water bottles it sells to the Client. Clear and Fresh Water is not responsible for any errors in Work approved by the Client.
5. **Fee and Payment Schedule.** Except as set forth below, the Client shall pay Clear and Fresh Water 50% of the total fee before any services are provided (the “Initial Payment”), and the remaining balance upon project completion before the final design is delivered to the Client (the “Final Payment”). The Client has no right to use the Work until Clear and Fresh Water has received full payment under this Agreement.
 - a. **Subject to Change.** Clear and Fresh Water reserves the right to increase the fee, if the Client requests an unreasonable number of changes to preliminary design or more than one substantial change to the final design.
 - b. **Consequences of Non-Payment.** Invoices in default will include but are not limited to fees for collection and legal costs.
6. **Copyright.** Clear and Fresh Water retains ownership of all copyrights in the Work (other than in materials provided by the Client to Clear and Fresh Water). The Client shall not use the Work except as permitted by section 2(c) above or as otherwise agreed to between the parties.



7. **Confidentiality.** Clear and Fresh Water acknowledges that it may receive or have access to information which relates to the Client’s past, present, or future products, vendor lists, creative works, marketing strategies, pending projects/proposals, and other proprietary information. For a period of two years after this Agreement is executed, Clear and Fresh Water shall protect the confidentiality of the Client’s proprietary information and all physical forms of that information.
8. **Limitation of Liability.** Clear and Fresh Water’s liability under this Agreement is limited to the fee paid to it under this Agreement. Clear and Fresh Water is not responsible for incidental or consequential damages.
9. **Indemnification.** The Client shall indemnify, defend, and hold harmless Clear and Fresh Water and its directors, shareholders, officers, principals, agents, employees, and representatives from and against any and all claims, actions, litigation, liability, losses, costs, expenses, fees (including without limitation reasonable fees of attorneys, witnesses, and experts), and damages arising out of or relating to (i) the Client’s use of the Work, except to the extent caused by the gross negligence or willful misconduct of Clear and Fresh Water; and (ii) allegations or claims that Clear and Fresh Water infringed the intellectual property rights of a third party, with respect to any materials provided by the Client to Clear and Fresh Water.
10. **Cancellation by the Client.** If the Client cancels this Agreement before acceptance of the final design, the Client must compensate Clear and Fresh Water for services performed through the date of cancellation in the amount of a prorated portion of the fees due.
11. **Venue and Choice of Law.** All disputes regarding this Agreement are governed by the laws of Wisconsin and must be resolved in state or federal courts located in Milwaukee County, Wisconsin. The parties consent to the exclusive jurisdiction of those courts and waive any objection to forum or venue.
12. **Changes to this Agreement.** All changes to this Agreement must be made in writing and signed by the parties to this Agreement.

Client

Clear and Fresh Water Inc.

By: _____

By: _____

Name: _____

Name: Jacqueline King

Title: _____

Title: President

Date: _____

Date: _____