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August 16, 2006

Quotation #: 2006-XXXX-001

## Cartographic Services Quotation

Client Contact:

Client Company:

Address:

City, State, Zip:

Telephone:

Facsimile:

E-mail Address:

Project Name:

Client Reference #:

DDS Representative: [Tom Neer](#), Chief Cartographer

Project Estimate: \$XXXXX (see below for additional information)

Estimated Start Date: **March 22, 2006**

Estimated Completion Date: **March 22, 2006**

Estimated Time to Complete:

### SCOPE OF SERVICES:

Digital Data Services, Inc. (DDS), is pleased at an opportunity to participate in performing the following services for **COMPANY**. The following descriptions of services are provided to confirm the scope of services DDS will provide.

Project Summary:

Description of Services:

Issues or Concerns:

Final Delivery:

DDS shall make every effort to ensure the final product is free of errors. DDS products are based on client-supplied data or best available data. This does not warrant the data is either accurate (spatially nor temporally) or fit for a particular use. DDS will note any concerns or issues that we may have with data or we feel that the client should be aware of. DDS will provide the client with a proof for client approval before delivering the final product. If revised proofs are desired, a request must be made when the proofs are returned. It is agreed that DDS is not responsible or held liable for any errors contained in the final product after client approval of the proof(s).



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**FEES AND SCHEDULE:**

The project will be performed on a Fixed-Fee basis. The estimated cost to perform the Scope of Services is set forth:

Description	Units	Unit Price	Total Price
Custom Cartographic Services	1	\$3,600	\$3,600
<b>TOTAL:</b>			<b>\$3,600</b>

Additional services requested by the client, not explicitly defined in the Scope of Services, will be billed at an hourly rate of \$85 plus materials and/or expenses, if incurred. DDS will obtain client approval in writing before proceeding with any additional services not defined in the Scope of Services.

The estimated completion date of the project is MONTH, DAY, YEAR. Any delay in the completion of the project due to actions or negligence of the client, unusual transportation delays, unforeseen illness, or external forces beyond the control of DDS, shall entitle DDS to extend the completion/delivery date, upon notifying the client, by the time equivalent to the period of such delay.

**TERMS AND CONDITIONS:**

1. Payment terms are Net 30. Past due accounts may be subject to collection and DDS will apply the highest legal rate of interest in the State of Colorado. Any litigation for past due accounts will be governed by and under the laws of Jefferson County, State of Colorado.
2. Claims for defects, damages, or shortages must be made by the client in writing within a period of fifteen (15) days after delivery of all or any part of the project. Failure to make any such claim shall constitute irrevocable acceptance by the client that the project, or part thereof, fully complies with all specifications, terms, and conditions of the Agreement.
3. In the event of cancellation of the project, ownership of all copyrights, original artwork, design, and/or concepts will be retained by DDS, and a fee for work completed and expenses incurred, up to the date of cancellation, shall be paid by the client.
4. DDS will invoice the client for work performed upon completion of the project. If the project last longer than thirty (30) days, DDS has the right to request and receive monthly partial payments for work completed.
5. Additional services requested by the client, not explicitly defined in the Scope of Services section of this Agreement, will be billed at an hourly rate of \$85 plus materials and/or expenses. DDS will obtain client approval in writing before proceeding with any additional services not specified in the Scope of Services.
6. The Client shall pay DDS a twenty-five (25%) percent deposit upon signing of this Agreement and the remainder upon completion of the project, if so stated in the Fees and Schedule section of this Agreement. If a deposit is required, DDS must receive the deposit before work will commence.
7. This quotation is valid for a period of thirty (30) days.
8. The client shall be solely responsible for all liability incurred by third parties in the performance of this Agreement and shall not be entitled to reimbursement from DDS for costs incurred in connection with such liability. If the project specifications require DDS to reproduce data provided by the client, the



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client warrants that it owns the copyright or has legal rights to reproduce the data and transfers such rights to DDS for the purposes of this Agreement. The client agrees to indemnify DDS for any liability incurred by DDS as a result of DDS's reproduction of data provided by the client.

- 9. DDS will keep copies of cartographic projects on file for a period of three (3) years after completion of the project. After three (3) years, DDS is not responsible for the storage of projects. DDS will provide copies of the raw project files to the client, upon request, if not specifically defined within the Scope of Services section of this Agreement. Delivery of the project files will be billed to the client at an hourly rate of \$85, cost of delivery media (CD-ROM, DVD, or hard drive, as necessary), and any shipping and handling charges incurred.
- 10. In the event any material necessary for the production of the project must be shipped to a third-party for additional processing, typesetting, photographic work, color separation, press work, or binding, DDS will incur no liability for losses incurred in transit or due to the delay of the shipper or the third-party.
- 11. Until full payment has been made, DDS retains ownership of all original artwork, designs, concepts, and/or parts contained therein, whether preliminary or final. Upon full payment, the client shall obtain ownership of the final cartographic artwork to use and distribute as they see fit. DDS retains the right to use the completed project and any preliminary cartographic designs or concepts for the purpose of design competitions, future professional periodical publications, educational purposes, marketing materials, and portfolio, unless specifically otherwise noted in the Scope of Services section of this Agreement. Where applicable the client will be given any necessary credit for usage of the project elements.
- 12. This Agreement may only be amended in a writing signed by both DDS and the client.

**ACCEPTANCE OF AGREEMENT**

By signing this Agreement, I certify that I have read and agree with the Scope of Services, Fees and Schedule, and Terms and Conditions listed above. Payment will be made as indicated below. This Agreement is not valid, and work will not commence, until signed by the client and returned to DDS by mail or fax.

If you have any questions about this Agreement or would like to make any modifications to this Agreement, please feel free to contact Tom Neer at DDS before signing and returning this Agreement.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

Payment Options:

- Invoice (Net 30)
- Credit Card



For security purposes, DDS will contact you by telephone to obtain credit card information.