The Case for a User-Friendly EULA Tiffany Wardle
Type Designers’ Rights and the Subculture of Freeloading John Downer
The Unexposed Fonts of Stefan Hattenbach, Miguel Hernández, Christian Robertson, Daniel Wallberg, and Dyana Weissman
Viva Helvetica: Commuting the Death Sentence Jon Coltz
INTERROBANG 2

Vol. 2 No. 1 Winter/Spring 2004
A publication of The Society of Typographic Aficionados.
Printed by Moench Printing, Salt Lake City, Utah.
This issue of Interrobang was underwritten in part by Veer.

This issue’s typefaces:
Ketchup – designed in 1999 by Peter Bruhn of Sweden’s Fountain. This typeface comes with small caps and an oblique. A companion font, Mustardo, can be used interchangeably with Ketchup as an alternate character set. [www.fountain.nu]
Sermone – Originally Simona, this family of 21 fonts was released in 1996 by Design Lab, Italy. Although this design is currently unavailable for licensing to the public, plans for a relaunch are underway. [www.designlab.it]
Helvetica Neue – originally designed by Max Miedinger in 1957 and updated in 1983 by the D. Stempel AG and Linotype design studios. Available from Linotype Library, Germany. [www.linotype.com]

SOTA welcomes your submissions!
Please email article proposals, member news items, and new typeface designs for Unexposed to: interrobang@typesociety.org

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From the Director’s Chair

The past year has seen a strong period of growth for SOTA. Our fifth annual conference, TypeCon2003, drew over 300 attendees to Minneapolis last July. Attendance increased over 150% from 2002’s Toronto event, and the buzz continues to grow for TypeCon2004 in San Francisco. After our biggest TypeGallery ever was featured at TypeCon2003, we were invited to exhibit the show at other venues in North America and the United Kingdom.

In May, we were honored to present the inaugural SOTA Typography Award to Professor Hermann Zapf, a friend to SOTA and the type community. SOTA also helped sponsor events presented by the St. Bride Printing Library, American Printing History Association, and the San Francisco Center for the Book. Last summer, we began publishing Interrobang. We’re pleased to say that the reviews have been favorable, and we’re looking forward to bringing you more words and works from the members of our community.

Most recently, we received the exciting news that the National Endowment for the Arts awarded SOTA a grant to help fund special projects at TypeCon2004. We are thrilled that SOTA and TypeCon were found worthy of funding, as graphic design is rarely recognized by the NEA.

Every SOTA member can take pride in having helped this organization grow and change for the better. Thank you for being part of our efforts — we make a great team!

Tamye Riggs, Executive Director, SOTA/TypeCon
I hate **EULAs**.

I believe in what they protect. But I hate the language in which they are written, and that each foundry from which I license type has a completely different set of licensing terms.

Whether acquired by electronic download or snail mail, each typeface typically comes with a document that spells out our rights of use. This document, better known as an End User License Agreement (**EULA**), is a legal contract that we have entered into by licensing a typeface. It is necessary not only to read the **EULA**, but also to understand it. This is easier said than done. **Most EULAs** are written in “legalese” more easily understood by lawyers. Granted, this is no excuse—it is our responsibility as users to understand the legal contracts that are attached to the typefaces we have licensed. Although it’s easy to install and begin using a new typeface immediately, it’s in our best interests to first ensure we are entitled to use it the way we intend to.

I am not a lawyer—I am a graphic designer. I use fonts in my work and for sheer enjoyment. I pay licensing fees, and I want to adhere to the terms of each unique **EULA**, but sometimes it’s difficult. I humbly request more standardization in the agreements between type designers and distributors and their clients, the end users. I also ask that the language be simplified.

End User License Agreements are nobody’s idea of light reading. An educated user and licensor of typefaces, Tiffany Wardle makes the case that most EULAs are confusing and difficult to decipher, and desperately need to be updated in consideration of current technologies and user needs.
It might be easier to understand the legal issues associated with typeface licensing if we think of typefaces as font software. We are not purchasing a font, we are actually licensing the right to use software on a certain set of hardware. It is often stated (incorrectly) that we have purchased a typeface, but that’s not the case. We don’t own a typeface, and it’s not ours to do with what we will. This is an understandable mistake that many people make. It’s time that we come to terms with the fact that most of us do not realize what we have gotten ourselves into by licensing a typeface.

I’m on the side of the end user, and I have empathy for the type foundries. But while EULAs are necessary, do they have to be so confusing? It’s safe to say that there are 100 unique EULAs in existence. This doesn’t even take into account extended multi-user licenses, enterprise-wide licenses, font embedding licenses, or streaming and web server licenses.

Each of the standard EULAs has different clauses prohibiting this while allowing that. While I realize that total standardization may not be possible, how about some basic commonality?

While I’m asking that foundries simplify their EULAs, I’ll also point out that there are resources available on the internet that can assist end users in gaining a better understanding of typeface protection and usage (see “Online Resources” on pg. 11). The American Institute of Graphic Arts (AIGA) has developed the Design Business and Ethics series with a section devoted entirely to use of fonts. TypeRight proclaims itself an organization existing “to promote typefaces as creative works and to advocate their legal protection as intellectual property.” Monotype created Fontwise, a company that can help larger corporations maintain control over their licenses. The Fontwise site features a licensing guide with a useful FAQ and Eight Golden Rules about font licensing.

It’s from these golden rules that I take inspiration. I have eight simple suggestions that could really help designers and other font licensees. My suggestions could effectively eliminate the need for many of the complicated sub-clauses used in EULAs and help to clarify the usage rights granted to the licensee.

I’m on the side of the end user, and I have empathy for the type foundries. But while EULAs are necessary, do they have to be so confusing?
**Suggestion #1:**
Consider allowing more output devices per license.
The offices in which most of us work, whether as a freelancer or an employee, generally have more than one output device. Most *eulas*, however, only allow for one output device. This seems impractical. While a given typeface may only cost $40 US, to use it on multiple output devices, we’d have to license the typeface twice. Consider *eulas* such as that of Emigre. They use the term device and leave the math up to the licensee. Their *eula* allows for six devices. A studio with three cpus can use the given font on three output devices.

**Suggestion #2:**
Permit server installation.
This suggestion follows the logic of the first. Most *eulas* do allow for at least five cpus at a given location. Of these, only a few allow for either server or lan (Land Area Network) installation. Those *eulas* that allow for more than one cpu should also allow for installation on a network. If we’re allowed to install fonts on servers, we could more easily reduce the illegal copying of font software that would otherwise be available on multiple desktop devices.

**Suggestion #3:**
Laptops are computers too.
This suggestion is a little more confusing because it’s really two requests in one. First, more foundries need to qualify laptops under the description of allowable cpus. The laptop computer is quickly becoming standard equipment, allowing for transport of work between home and office. For font licensees to be reasonably expected to follow the letter of the *eula* law, laptops need to be factored into the equation.

Second, while there are some *eulas* that do allow a laptop to be used as one of the licensed computers, most do not allow for travel or home use. If the licensee has not reached the limit of allowable cpus at the main site, foundries should consider granting the right to use the font on a home or laptop computer (for client work only, of course).

**Suggestion #4:**
Allow us to burn the midnight oil at a different location.
We understand that typefaces are actually font software. Some of the larger font software companies allow for use of the licensed software at home if the location is only used for a
The usage rights granted by type foundries in their End User License Agreements (EULAs) are varied and complex. This chart illustrates key points included in the standard EULAs from a representative group of foundries.

<table>
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<tr>
<th>Font Foundry</th>
<th>CPUs (output devices)</th>
<th>Use on Additional Laptop / Satellite CPU</th>
<th>Server (LAN) Installation</th>
<th>Back-up Copies</th>
<th>Embedding</th>
<th>Distribution of Embedded Documents</th>
<th>Distribution to Service Bureau</th>
<th>Modifications</th>
<th>Derivative Work (EPS, etc.)</th>
<th>Use Without Design Credit</th>
<th>License Transferable</th>
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<i>COMPiled by nathan mATTeson and TIFFanny wardle.</i>
certain percentage of time. Isn’t it reasonable then, that access to the software should be continuous? It should be made clear that the font software from the office isn’t to be used for anything but the licensee’s work. If an end user wants to use a font from the office on personal projects, that end user would be required to obtain a personal license.

Suggestion #5: Write EULAs for dummies.
Help us do the right thing by writing in a kinder, simpler language. Is it fair that the eula should speak in a way that covers all bets? I understand that the use of legalese is necessary, to some degree, whenever a contract is being formed. But it should be constructed in a way that makes all terms absolutely clear to licensees. For example, including a simple chart with each EULA could quickly communicate basic allowed usage.

Suggestion #6: Let us move on.
Allow us to transfer our licenses to another location. This could potentially generate more paperwork, but the extra effort might be well worth it. For example, Designer A at Studio B knows that typefaces are not free, but his boss doesn’t believe in paying licensing fees. “Why buy fonts? We have plenty already.”

Instead of stirring the pot, Designer A licenses type out of his own pocket, assuming that when he leaves Studio B, the type he licensed can go with him to his next job. The caveat? Many eulas don’t allow the transfer of a font license. Why shouldn’t the typefaces follow the person who legitimately licensed them? True, there is no absolute guarantee that the fonts have been deleted from the first location. But in the spirit of healthy customer relations, a certain degree of trust must be endowed on the licensee. If someone is paying font licensing fees, give him the benefit of the doubt and let him do the right thing.

Suggestion #7: Grant us limited rights for service bureau usage.
If service bureaus had to license every font used by their customers, they would have more licenses than most design studios have. With so many digital typefaces available from numerous sources, it’s unreasonable to expect a service bureau to have everything a client might use.

Some foundries have taken steps in the right direction by offering greatly discounted pricing of their libraries to service bureaus. This could be taken a step further. If a service bureau is not using the fonts for its own projects, couldn’t it be thought of as another form of output device for temporary use? Yes, I’m asking for another output device, in another location. And this is a perfect segue into my last suggestion.

Suggestion #8: Let there be embedding all around.
The Portable Document File format (PDF) is the future of sharing documents. In fact, it’s the present of sharing documents. A greater allowance for embedding in the PDF format could remove many, if not all, excuses for under-the-table copies of the fonts being made. I am not suggesting allowing wholesale embedding in eBooks or any other instance where additional rights management is needed. What I am suggesting is allowing embedding for simple document sharing, proofing, and service bureau use.

In casual discussion groups, the point has been made time and time again that one reason embedding is disallowed is that font data can be easily extracted. I have not per-
Many foundries allow embedding, but only with some incredibly restrictive clauses attached. Of all the EULAs we read, only one specifically allowed PDF embedding for service bureau use. Sonally attempted to extract embedded fonts from documents, so I don’t know whether or not it’s possible. But those in the know have stated that, even if we were to successfully extract a font, we still wouldn’t have access to the kerning or spacing that comes with the original, legitimately licensed font. Using a typeface without spacing and kerning is similar to eating cake without frosting. We may have the basic letterforms, but we couldn’t set a decent line of type to save ourselves.

Many foundries allow embedding, but only with incredibly restrictive clauses attached. Some allow for “print and preview only” for “non-commercial and in-house only.” This doesn’t even allow for sending documents as proofs to clients. Further still, in some instances we need “prior or written consent” to embed. In fact, of all the EULAs we read, only one specifically allowed PDF embedding for service bureau use. Kudos to Emigre for such progressive thinking.

Changes Are Already in Motion.
While researching EULAs, my colleague Nathan Matteson and I created the chart (see “Who Allows What?” on pg. 8) that accompanies this article. I sent the chart to the included foundries in hopes that they would correct and clarify their EULAs for us. Several foundries quickly responded, saying they were about to change their EULAs, and asked that their revised terms be included on the chart. Whether my communication brought the issue to their attention or it was already on their radar, it’s clear that foundries are interested in improving their EULAs.

I recommend that all type users read a foundry’s EULA before licensing type. Make sure the terms of the EULA are clear and understood — don’t be afraid to ask questions.

Foundries could create fonts that have all kinds of copy protection attached. Instead, they trust us to follow the terms of the EULA, and we are legally and ethically obligated to do so. Without this trust, the agreements can only become more complicated. Let us work together for a kinder, gentler EULA.

Tiffany Wardle, a graduate of the typography program at the University of Reading, is a graphic designer and educator living near Salt Lake City. The dedicated virtual librarian at Typophile.com, Wardle always pays her font licensing fees, and reads every EULA she can get her hands on.
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<thead>
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**Read more about license agreements**

- TypeRight www.typeright.org
- Fontwise www.fontwise.com
- AIGA www.aiga.org

**Discuss licensing issues**

- Typophile www.typophile.com
- Typographica www.typographica.ca
Type Designers’ Rights and the Subculture of Freeloading

JOHN DOWNER
Early everybody I know enjoys a good deal. For many of my acquaintances, finding a rare book at a garage sale or a vintage poster at a flea market can be a treat. Occasionally, getting a bargain price on a valuable item seems like a guilty pleasure if the buyer suspects that the seller is not aware of the item’s value. To a person who doesn’t mind taking advantage of an unsuspecting seller, it’s often considered a minor triumph, a victory, a reason to gloat.

It’s the seller’s job to set the price of sale items. The buyer is not to be blamed for simply paying the asking price of an undervalued item. Paying a low price to the rightful owner of the item is not defined as stealing—stealing is defined as taking an item without first paying for it. Acquiring a seller’s goods without explicit agreement regarding payment is a willful and blatant violation of the seller’s rights. This sort of violation is common in today’s era of filesharing, and most digital merchandise can be acquired far more clandestinely than physical merchandise. Copying files is so quick and easy that digital goods can be readily acquired without the merchant watching, intervening, or being compensated financially.

Illicit filesharing is nothing short of freeloading. In the still-early history of digital media, we’ve entered a period when the subculture of freeloading has become a worldwide epidemic. Obtaining goods like music, movies, images, application programs, and fonts without paying the going price has hit the modern age like a contagious disease. But unlike a disease, freeloading is basically a crappy attitude choice. Freeloading isn’t a social disease—it’s a personal decision and an act of cowardice.

There exists a popular misconception that consumers’ appetites for all kinds of free stuff can somehow excuse the chronic mistreatment of artists, authors, designers, and producers whose creative products are being swiped and swapped at alarming rates. With respect to digital typefaces, there will always be more users of fonts than designers of fonts, so the deck is undeniably stacked in favor of freeloaders. It’s bad news for those of us on the creative side, but it does not mean that all is lost.

John Downer, one of the type community’s most vocal ethicists, believes in harsh punishment for font theft and other anti-creative crimes. While Downer’s black-and-white stance is difficult for some to swallow, there’s no denying the man’s fierce determination to protect his rights and the rights of his fellow creatives.
The name of a recording artist is normally the chief consideration in a consumer’s choice of music. The name of a type designer is one of the least important factors in a consumer’s choice of fonts. It’s almost irrelevant.

Pundits hasten to suggest that education is the solution. I don’t subscribe to that theory. Education does not eliminate corruption. Education does not transform a dishonest person into an honest one. Most software pirates, most ornery hackers, and most font thieves are very well-educated. In fact, most are college-educated. Education is surely not what’s missing; I suggest that what’s missing is a healthy respect for the sanctity of an author’s right to ownership, and to the auxiliary rights that go with ownership.

If respect could be taught as a classroom subject, then I might agree that education, especially education about ethics, could help curb theft. The difference between the attitude of a thief and that of a moral exemplar is that the latter considers the creative efforts of others to have merit worthy of protection. The thief thinks only of his craving to obtain goods, without regard for others, and only at the expense of others—usually the authors, owners, or sellers of creative products.

So, what rights do sellers of creative products have in relation to the rights of producers of creative products? Is there a correlation?

To answer these questions, let’s turn our attention to the traditional relationship between the seller of goods and the producer of goods in the type business.

**Industry Background and Licensing Practices**

I’m a sign painter by trade. I branched into digital type design in the early 1980s. In the two decades since I began my career as an independent designer and producer of original fonts, typeface production has moved away from being driven by filmsetting studios, manufacturers of typesetting equipment, and un-affiliated typeface suppliers. The industry is now populated by independent type designers working alone, in partnerships, or with new or established foundries, distributors, publishers, resellers, etc.

No longer are type designers limited to working with the major players in the industry. Today’s type designer can be both a producer and a seller of his own type designs, and the true and rightful owner of any typeface he creates from scratch. This gives said type designer certain proprietary rights which are both generally acknowledged by other type designers in the business and are, in fact, afforded various legal protections as well. This is a key point in coming to grips with the situation type designers currently face.

We designers of fonts have an investment in our work that often goes unrecognized by end users. The obvious reason for this lack of
recognition is that the average user of a typeface cannot name the designer of the face. There is not the degree of name recognition in the type industry that there is in, say, the music industry. Insofar as the name of a recording artist is normally the chief consideration in a consumer’s choice of music, the name of a type designer is one of the least important factors in a consumer’s choice of fonts. It’s almost irrelevant.

What’s not irrelevant is the fact that fonts, unlike recorded music, are widely needed to conduct different kinds of business. Certain fonts, such as system fonts, are indispensable. Computer users can’t live without them, but most take fonts for granted, making no distinction whatsoever between the terms covering a system font and the license required for a downloadable retail font (aka “fashion font” or “designer font”). Understanding and adhering to different licensing terms is the responsibility of each person who uses a font, whether preloaded on a brand new personal computer or purchased from an independent type designer or reseller. Type designers can help explain licensing terms, and many of us go to considerable effort to emphasize the importance of proper licensing.

When a type designer creates an original font, it is normally done with the understanding that fame is unlikely to come of it, but that there are other potential benefits. One expectation is that a new font can be claimed as an asset if the creator retains the rights/title/interest in the font. In the eyes of the law, the data describing a font is considered intellectual property (IP). IP can be regarded as an appreciable asset if it generates enough revenue from the sale of licenses to make the font profitable to the designer.

Conversely, a new font is regarded as a depreciable asset if it ultimately becomes popular enough to be widely copied or stolen, because whenever font data is duplicated illicitly, the designer’s actual royalty percentage or margin of profit diminishes. This cannot be rectified by raising the licensing fee. The font’s increased popularity will eventually relegate it to lower and lower levels of profitability as supply exceeds demand. Type designers, consequently, are rewarded less, monetarily, for creating a font that becomes universally popular than for designing one that appeals primarily to a cadre of selective, honest, and loyal licensees who protect and cherish it.

Definitions
There are, to be sure, various kinds of rights: moral rights, legal rights, human rights, civil rights, parental rights, etc. By definition, a moral right is a morally justified claim; a legal right is a legally justified claim. Rights specify acts that the rights-holder may perform, or is at liberty to stipulate are permitted or prohibited. The right to govern the distribution and use of one’s intellectual property (such as completely original font data) is classified by authorities on ethics as an absolute right. Absolute rights cannot be outweighed by other considerations.

When a digital typeface is created, point-by-point, by hand, on a computer screen, without employing digital descriptions belonging to another party, the resulting typeface is original technically. If it is also demonstrably different in appearance from all other known and extant typefaces, it is also original aesthetically. A cloned typeface may be able to meet the technical standard, but not the aesthetic one. When I speak of a completely original typeface, I mean a typeface which meets both standards.
Creative Rights
Designing typefaces for a living is not an easy assignment, and to do it well requires years of experience. The occupation usually does not pay very well at first. A modest consolation for an independent type designer (one not employed directly by a font publishing firm) is that he has the sole right to choose whether or not to release his proprietary font data. It is never an obligation of the designer to make a new typeface available to others. The face can be reserved for personal use, thus giving it a special kind of status. This is one of the designer’s fundamental rights.

Conversely, a designer may choose to release the font data to a particular client for private use, license it to a font publisher for general distribution, or give it away to the public to freely swap without restrictions. This choice is ultimately up to the designer—no one else has the right to decide for him.

When the type designer chooses to license the font data to one party exclusively (either in perpetuity or for a finite period of time), the designer has the final say on the terms. The word “exclusively” here means “to the exclusion of all other parties”—including any other parties who may feel slighted by the arrangement. This stands as one of the designer’s indisputable rights.

In the event that the designer elects to sell the rights/title/interest in a font, the designer sets the price, as well as the conditions of its use. A contract governing the sale may stipulate penalties for any abuse of the conditions or breach of the material terms. These are among the designer’s most guarded rights. They can serve as useful weapons in court after the designer has effectively relinquished control of the font itself while still keeping tabs on it to make sure it’s being used in accordance with the conditions of sale.

In the event that the designer elects to not sell the rights/title/interest, but elects to license the new typeface to a font publisher, the designer is at liberty to set the licensing fee and conditions of use, the term of the license, and to approve or reject the publisher’s end user license agreement (EULA). These, too, are among the designer’s rights.

In addition, whenever a designer discovers that the terms and conditions of a license have been violated by the licensee or any existing sublicensees, the designer has grounds not only to collect the licensing fee due and assess penalties, but also to sue for damages, including punitive damages. This is one of the designer’s most important rights. Occasionally, the mere threat of a lawsuit is often enough to reduce further abuse by a party found guilty of illegal activity, but this tactic is seldom effective when the defendant is bent on continuing to steal after being told to cease and desist.

Similarly, the designer has legal recourse when his font has been stolen from a licensee or sublicensee by an unlicensed third party. Theft of intellectual property is a crime in most developed countries, and it is commonly viewed by professional type designers as a serious offense. In cases of wanton abuse, the theft of intellectual property is more heinous than a mere disregard for the rights of the designer; the act is in fact an assault on those rights.

Shopping Wisely vs. Shoplifting
Naturally, getting a good deal on the price of a font is foremost in the minds of many font users and collectors. When different vendors offer the same font at different licensing fees, the user needs to make sure that the respective fees being charged are for legitimate licenses. Unauthorized vendors often sell, or otherwise distribute, stolen property, leaving
the recipients of the bootleg fonts directly liable. Buyer, beware: investigate sources. Insist on official, verifiable licenses, and accept no substitutes. A fake license, like a fake ID, routinely leads to trouble.

Unfortunately, legitimate vendors of commercial fonts have a tough time getting all licensees to help stem the tide of illicit font copying. While some individuals who routinely license fonts steer clear of bootleg copies, others are not as conscientious. There are those who cheat only rarely and others who cheat habitually. There are also certain individuals who never cheat, as a matter of principle. Some customers who acquire commercial fonts legally would rather not spend money for them, and would gladly settle for illegally obtained “free” copies. It’s a mixed bag.

Font vendors have learned that simply offering a rock-bottom licensing price on a font is not necessarily sufficient incentive to counteract theft. Some cheaters will spend as much time as needed to locate a free unlicensed copy—a hard-core bandit won’t pay a cent. A font thief doesn’t care about the rights of type designers; a font thief cares mainly about getting away with a crime and not being taken to task for it.

Of course, font license abusers do not refer to their abuse as abuse; to do so would be to acknowledge wrongdoing. To avoid the appearance of any impropriety, they often call what they do harmless “sharing.” (Note: they neglect to call it “illicit sharing.”) The softer term is a cover-up for what is actually an unprovoked attack on designers’ rights. There is no sensible way to argue that the theft of a typeface can be committed without somehow, directly or indirectly, violating the rights and the expressed will of a designer. On record are well-known cases of thefts that were committed solely to antagonize, cheat, and malign reputable designers.

In truth, many font pirates wish they could strip type designers of all rights, leaving said creatives with no means of redress. They would prefer to have no opposition, no resistance, and no accusations of criminal intent. They would like to be able to escape prosecution by deleting or hiding the fonts they stole. Ditching stolen goods does not absolve a thief—that’s a fallacy. The act of theft cannot be erased by destroying or concealing the evidence. Unpaid licensing fees are due whether or not the fonts remain in the thief’s possession—and also whether or not the fonts were ever actually used by the thief.
This information comes as a major shock to many individuals who have illegally-copied fonts in their possession. They somehow think they can only be held liable for the fonts they’ve personally tried. Few font thieves understand all of the legal ramifications of their acts, let alone the financial ones. Penalties can summarily be imposed, depending on the extent of the violations.

Type designers need not feel obligated to show offenders mercy. It is not our duty to forgive bad debts and offer amnesty. Our job is to make sure we get paid in full when payment is due, and to require our authorized agents to do the same. They are being paid to look out for our interests, and to take action when our rights have been molested.

I sincerely wish that all type designers had adequate defenses against thieves, and that bothersome confrontations with offenders weren’t necessary in order for our rights to be honored. I hope that by frequently addressing the subject of type designers’ rights, I will help foster a broader awareness of the philosophy and rationale behind font licensing protocol.

Money is not the only issue. Our rights are at stake. If you study the history of disagreements in our industry, you see that designers’ rights are at the core of nearly every legal dispute. This is the main squabble, and the prime reason for the persistent animosity between type designers and font thieves, in and out of court. Making use of the legal system is not always the most attractive alternative for getting satisfaction, but it’s infinitely better than letting a defiant crook get away with theft.

The permanent eradication of crime is a wonderful thought, but it’s not likely to happen. A much more realistic and achievable goal is the pursuit and prosecution of offenders. While the vast majority manage to escape detection, a few unlucky and brazen font thieves are caught, just as a few reckless and impudent shoplifters are apprehended.

Font thieves are criminals, and they act very much like shoplifters when confronted. They often declare, after getting busted, that they had intended to pay. They argue that no harm was meant, that no serious damage was caused, and that their “harmless” misdeed can be undone if they are allowed to return the stolen merchandise and walk away. What’s worse, they stoop to berating and belittling the rights-holder, hurling invectives such as “greedy,” “vicious,” and “overly protective.” The rhetoric used by shoplifters
gets old, but it seldom gets a crook off the hook. Belligerence and hostility directed at an innocent party are altogether counterproductive. The thief’s sheer lack of civility speaks volumes.

**Staying on the Right Side**

In the relatively small world of type design, names of font thieves are known. Word gets around; a blemished record lasts a lifetime. An individual who has a reputation for stealing fonts can expect a cold reception. Among professional type designers, a known font thief is not admired, not appreciated, and not accepted. The inevitable conclusion is that a font thief does not respect the rights of type designers (despite any statements to the contrary that the thief may make while attempting to exonerate himself in public). Actions speak louder than words. Those who steal can’t be trusted. Trust is precious, and it must be earned.

Fruitful working relationships evolve symbiotically. I’ve worked with several of the most accomplished type designers living in the United States, and I’ve had close associations with other heralded American type designers who have since passed away. Among the numerous type designers I am privileged to count as friends, there are also many allies, colleagues, and collaborators. Within the ranks of the elite, I find one special character trait in great abundance: integrity. In the final analysis, the top type designers are those who:

- produce first rate work without stepping on the toes of coworkers
- earn the respect of their peers, their clients, and the public at large
- defend their own rights, and the rights of colleagues and competitors alike
- behave in an irreproachably honest and unmistakably professional manner

There are many, many, good reasons not to steal fonts. Stealing is selfish, sleazy, dishonest, disgraceful, unjust, unethical, indiscreet, disrespectful, and downright criminal. But I believe there’s yet another very good reason why typographic aficionados, typographers, and graphic designers should make a special effort never to engage in font theft: stealing fonts is unprofessional. Throughout my career as a professional sign painter and type designer, I have found absolutely no substitute for professionalism. It is a cornerstone of success.

John Downer is a sign painter and type designer living in Iowa City. An accomplished artisan with typefaces published through foundries such as Bitstream, Emigre, and The Font Bureau, Downer also contributes to the typographic community by writing, teaching, and showing skin during fundraising auctions.
Interrobang 2 presents sneak previews of unpublished typeface designs from five young designers: a psychedelic display face, a workhorse sans, a delicate script, a book serif, and an unusually elegant pixel font.
Inspired by an old print of Aubrey Beardsley’s *Salomé*, Stockholm-based designer Daniel Wallberg incorporated its cloudy swirls into the glyphs of a poster typeface. The project is still in production and will include a full character set and separate fonts containing the inside and outside strokes for creating multicolored effects. A font of ornaments and borders is also in progress. Wallberg is currently seeking a distributor for Beardsley.
Utah designer Christian Robertson calls Pill Gothic “a geometric face that’s plain enough to be useful, but just funky enough to stand out. The name comes from the elliptical characters, which, at one point looked like pill capsules, sort of.” The OpenType set of four weights with small caps will be released under Veer’s Umbrella Type label. Additions to the family are in the works.
Safely ADDICTIVE
take a 250mg pill
Mr. and Mrs. James Delphi Worthington
Request the pleasure of your Company at the Marriage

of their daughter Angeline to Mr. Zachariah Quimby
on the Fifteenth day of September
in the year of our Lord, Nineteen-Hundred and Twelve

The Worthington-Quimby Wedding

**UNEXPOSED MATEROT**

**DYANA WEISSMAN**’s work-in-progress is an homage to copper engravings by French calligrapher Lucas Materot. Working with sources that provided an upper- and lowercase, she drew the rest of the character set and alternates by hand. “I felt that it was necessary to understand the typeface by putting a pen to paper, rather than manipulating Bezier curves onscreen.” Weissman is employed by Boston’s Font Bureau, which plans to release Materot.
Request the pleasure of your Company at the Marriage of Mr. and Mrs. James Delphington to Mr. Zacariah Quincy on the Fifteenth day of September in the year of our Lord, Nineteen hundred and twelve.
After spending his first few years in type design experimenting with display faces, Stockholm’s Stefan Hattenbach has shifted his interest to text types. Delicato is his second such release, inspired by Petr van Blokland’s Proforma and Jeremy Tankard’s Enigma. Once it’s published by Fountain in Spring 2004, the family of five styles (regular, italic, medium, bold, small caps) with alternates will be fit for most text-heavy work. A set of ornaments rounds out the package.
Bold Vegan Chili 1. In a slow cooker combine vegetarian crumbles, kidney beans, onion, celery, bell pepper, bay leaves, chili powder, molasses, bouillon, cilantro, hot sauce, salt, pepper and 1 cup water. Cook on high for 3 hours. 2. Dissolve flour in 1 cup hot water. Pour into chili and cook 1 more hour.

Asian Pasta Salad 1 Blanch broccoli in rapidly boiling water for 3 to 5 minutes. Remove from water. Blanch snow peas for 1 to 2 minutes. Remove from water. 2. Cook one pound of pasta in a large pan of boiling water until al dente. Drain and transfer to a large bowl. 3. Toss pasta with salad dressing. Toss with broccoli, red pepper, red onion, and snow peas, ginger, and garlic. Season with salt and pepper to taste. 4. Refrigerate for several hours or overnight. When serving, sprinkle with sesame oil and sesame seeds.

Beezie’s Black Bean Soup 1. In a large pot over medium-high heat, place the beans in three times their volume of water. Bring to a boil, and let boil 10 minutes. Cover, remove from heat and let stand 1 hour. Drain and rinse. 2. In a slow cooker, combine soaked beans and 1-1/2 quarts fresh water. Cover, and cook for 3 hours on High. 3. Stir in carrots, celery, onion, garlic, bell pepper, jalapeño pepper, lentils, and tomatoes. Season with chili powder, cumin, oregano, black pep-
With Garadot, Chile’s Miguel Hernández strived to infuse the elegance of oldstyle types in a bitmap family. His goal was to remain as faithful to classic roman forms as the pixelized medium would allow. The family will include italics, ornaments, and a sans version. While the project remains in production, its evolution can be witnessed at the Typophile.com Critique Forum. Hernández’s other font works are available from Atomic Media and UltraFonts.
THE Quick BROWN FOX Jumps Over the Lazy Dog

Garadot Roman™

ABCDEFGHJKLMNOPQRSTUVWXYZ &
abcdefghijklmnopqrstuvwxyz

{0123456789}
Viva Helvetica: Commuting the Death Sentence

JON COLTZ
Look up “Helvetica” using your favorite search engine. Just past the ads, you find scores of sentiments, and if you hadn’t apprehended it already, these know no middle ground. Indeed, is there any font more polarizing—so capable of eliciting both praise and enmity among designers and aficionados, novices and experts alike?

In his Homage to a Typeface, Lars Müller likens Helvetica—christened Neue Haas Grotesk in 1957, renamed in 1960—to perfume; we learn therein that Weingart thinks it’s ugly, that Saito feels it’s beautiful, that Steiner attributes its success largely to its “branding,” and that Schmid denies its existence altogether. Other commentators are less direct, relying on metaphor, simile, and analogy to characterize and describe; it is, variously, a lifestyle, a mentor, the Beatles of typefaces, like a good screwdriver, like sex without love, to typeface as Toblerone is to chocolate.

But peel back the perforated pages of Müller’s minus opus to reveal what Helvetica apparently is and has been: useful and versatile. It is used to guide, advertise, warn, command, and propagandize the world over. It serves the commonweal largely on the basis of its clarity—its high signal-to-noise ratio. And more meta than Meta, it appeals to the fonterati too; it is the archetypical type-trope wherein the medium is definitely the message.

Nick Shinn, take note: Jon Coltz is not ready to cry at Helvetica’s funeral. Coltz, a typophile with an avowed appreciation for classics old and new, stands up for Max Miedinger’s omnipresent but much-maligned design.
Helvetica’s utility and ubiquity are nonpareil, and as such, the face forms a large target, easily hit by shots of commendation and contempt. In the vein of the latter, the latest to take aim is type designer Nick Shinn. With evangelical zeal but dubious authority, he has called for the font’s demise. In two recent rampages, *The Face of Uniformity* and *Death to Helvetica*, Shinn personifies the font as pandering, accuses its marketers of deception, and calls its users complacent and conforming. In sentencing Helvetica to death, he ostensibly defends the masses injured by it against its corporate pimps, maligned licensees, and those just too stupid to see the light; but just under the surface is blatant self-promotion: Shinn has a font to sell, too. It is advertising masquerading as scholarship, then; and in the end, it is irksome, contradictory, and unconvincing.

I might be persuaded of Helvetica’s evils if it were poorly made, if it were unreadable, if it wreaked havoc with my computer, if it were licensed by a nefarious company, if it were a poor value. But none of these attributes applies. Lacking cogency, critics of the typeface — Shinn among them — necessarily rely upon faulty assumptions in attempting to plead their cases. Three of these are:

- Helvetica is bad because it is old and omnipresent
- The use of Helvetica promotes complacency via a corporate agenda
- Helvetica-bashing is useful and scholarly

**Old and Omnipresent**
Citing Helvetica’s age and ubiquity as a justification for its disuse is among the silliest of its detractors’ arguments; it amounts to little more than ageism and contrariness, but nonetheless forms the crux of Shinn’s agenda. One wonders whether we should avoid other old and common typefaces and possibly the work of established, prominent type designers as well. Extending this line of reasoning, we may contemplate packing away the Pietà and leveling the Parthenon. Good art — good anything — deserves to be enjoyed forever, but if you say so: Tschüs, Hermann Zapf; cheerio, Matthew Carter.

**Promoting Complacency via a Corporate Agenda**
Helvetica and its licensors have been charged with deception, exploitation, manipulation, and monopolization, all of which supposedly lead to a sort of typographic conformity and resignation. In making such an accusation, which smacks of both fantasy and severe provincialism, the typeface itself
is anthropomorphized while its vendors are dehumanized. But type users deserve a little more credit—we are not so easily duped, nor are we so unimaginative. We are well aware that Helvetica, Bau, Chalet, and Preface are superb fonts, and so we make room for them all. At the same time, we know that clear communication and pathbreaking design do not necessitate novel type. Shinn essentially used a quarter of the inaugural issue of Interrobang to market Preface, as though licensing his new font was a moral imperative and a mark of typographic progressiveness. Who’s pandering now?

**Useful and scholarly**

A critique of Helvetica would be a welcome addition if one had something new and important to say about it. Were its sharpest critics to use fair and logical argument, to employ sound methods, and to offer balanced and disinterested views, unimpeded by ulterior motives, they would provide a useful and valuable service to the typographic community. Unfortunately, they do not; presumptuous enough to attempt to censure the typeface, they choose to wallow in pointless, irrational extremism. There is plenty of room for real scholarship in the typographic arts—for formal inquiry and investigation of the philosophy and aesthetics of typography. But there is no place whatsoever for fanatical font lynching.

If Helvetica is truly a menace to typography and its practitioners, we seem to be doing very well in spite of it. It’s not my favorite font; nor do I dislike it. Regardless, Helvetica shouldn’t have to be defended by me or by anyone; like any other typeface, it stands perfectly well on its own. But unlike most others, it has a universality that transcends fashion or feeling. Helvetica is loved, and it is loathed; certainly, then, it can never be denied.

Native Minnesotan Jon Coltz crunches numbers for a living, but his heart belongs to type. Coltz is the proprietor of Daidala, an online journal of typographic musings. [www.daidala.com]
Hand-painted banner by John Downer greets visitors to the SOTA TypeGallery at the ATypI Vancouver last fall.
The TypeGallery is an international exhibition of typography, lettering, and design, curated each year for TypeCon, SOTA’s annual conference. The TypeGallery originated with a small show at TypeCon2001 in Rochester, New York, and has quickly developed into a featured attraction at TypeCon.

At the heart of the TypeGallery is SOTA’s unjuried showcase of new typeface design. A call for submissions is issued each spring; type designs created or published in the 12 months immediately preceding TypeCon are eligible for inclusion in the open show.

TypeGallery curators work with other artists and organizations to include special exhibits each year. TypeGallery2003 featured Letras Latinas, a juried selection of 20 type designs from South America; an international poster show; the Typeface Twin Cities project, presented by the University of Minnesota Design Institute; an exhibit from the Hamilton Wood Type and Printing Museum; fine art and visual poetry from Twin Cities artists; photographs of found typography in urban graffiti; the Type Directors Club TDC2 2003 type design winners; and the winners of Japan’s 2002 Morisawa Awards for typeface design.

In 2003, the TypeGallery began traveling to venues outside TypeCon. The SOTA show was exhibited last fall at the Emily Carr Institute of Art and Design in Vancouver, Canada, in conjunction with the ATypI conference. The show was later displayed at Daemen College outside Buffalo, New York. TypeGallery2003 will next be exhibited at the University of Reading in England from late April to early June. The TypeGallery is showcased on the web at www.typegallery.com.

Words on Walls
The TypeGallery Goes On Tour
Typefaces commissioned for the Typeface Twin Cities project, organized by the University of Minnesota Design Institute as part of the 2003 Twin Cities Design Celebration.
In cooperation with Japan's Morisawa & Co., SOTA brought the prize-winning works from the 2002 Morisawa typeface design competition to TypeCon2003 and ATypI.
East meets West:
Recent releases from Boston's Font Bureau share space with the latest designs from the Australian Type Foundry.
PROIBIDO
ESTACIONAR
GARAGEM DIA E NOITE

Myers
No Pets
Air Conditioned
Motor Hotel
The best on the beach!
Complementary airport shuttle
Color cable television - 13 channels

Brasilêro, Crystian Cruz

Hucklebuck, Jason Walcott

Elf, Dennis Poon
A typeface developed for use in magazines and other print publications, Cruz Sans is the creation of noted Brazilian designer Crystian Cruz.
Australis, Francisco Gálvez Pizarro

Lagarto,
Gabriel Martínez Meave

Señorita Guacamole gits digital cliché. Destiny.
Karma electrónico went: Boom by eating tacos.

Lagarto, Francis Meave.
Australis, Francisco Gálvez Pizarro
Malena, Félix Lentino
and Darío Muhafara

Malena, Félix Lentino
and Darío Muhafara

Malena, Félix Lentino
and Darío Muhafara

INTERROBANG 43
July 21-25 2004 Hotel Nikko San Francisco California USA
presented by The Society of Typographic Aficionados in partnership
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The textual revolution is at hand.

Take a trip through the now and then of type, design, and all things relative. Join us July 21-25 in San Francisco for TypeCon2004, the sixth annual conference of The Society of Typographic Aficionados (SOTA).

Your guides on this journey will include the best and brightest names in type design, calligraphy, the book arts, new media, design education, publishing, and other fields of interest.

Tune into new font offerings from indie foundries, experimental letterpress printing, custom type design, glass gilding, stonecutting, film titles and rock posters of the 60s, calligraphy, Mexican typography, new typography and design tools, and more. Feed your head with the (other)worldly collection of visual delights in the international TypeGallery. Partake of friendship and laughter at evening events, and buy books and collectibles to take home.

The vibe will be warm and friendly, the fees affordable. Journey to the beautiful City by the Bay for the next summer of love—TypeCon2004 is an experience waiting to happen.

Register online at www.typecon2004.com
MISSION

The Society of Typographic Aficionados (SOTA) is an international not-for-profit organization dedicated to the promotion, study, and support of type, its history and development, its use in the world of print and digital imagery, its designers, and its admirers.

CHARTER

The Society of Typographic Aficionados exists for the affordable education of its members and participants; to further the development of type, typographical information and typography; and to appreciate on multiple levels the attributes of type, typography, design, the book arts, and calligraphy.

Furthermore, SOTA is committed to sponsoring relevant topics in pursuit of these goals. SOTA pursues these goals through an annual conference (TypeCon), held in a different host city each year.

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