

TERMS AND CONDITIONS

PRICING and PAYMENT:

Projects are billed hourly or by the project, depending on the scope of the work. Specific fees and payment terms will be detailed in your project proposal. Final payment is due within 15 days of invoice date, unless otherwise noted. A 5% monthly service charge is payable on all invoices over 30 days. Fees are non-refundable. Finished work not yet approved by client beyond 15 days shall be billed. There will be a \$25.00 fee on all returned checks, plus any additional bank fees. Client assumes responsibility for all collection of legal fees necessitated by default in payment. I may request a progressive payment option at my discretion which will be expressed in the estimate (for example: invoicing 1/2 of the estimated project fees before work begins and 1/2 due at project completion).

ESTIMATES:

I make every effort to be as accurate and complete as possible on estimates. To receive a project estimate, you must submit the exact specifications of your job. In some cases, a range estimate will be given, based on knowledge of project at time of estimate. If, upon receipt of all project elements, I determine the scope of the project has been changed from the originally agreed-upon concept, the project may be re-estimated.

Minor revisions are anticipated, but major design/content changes may go beyond the scope of the estimate. The client's approval will be obtained for any increases in fees or expenses that exceed the original estimate by 10%. Final fees and expenses will be shown when invoice is rendered. Estimate is valid for 30 days from date of estimate. All outsourced fees will be estimated separately.

EXPENSES:

Out-of-pocket expenses will be subject to an industry-standard markup to cover time and costs involved. Unless projected to be costly, they will not be included in estimate. Any expenses expected to be above \$100 will be discussed with the client. The client shall reimburse myself for expenses arising from this project, including but not limited to: photography, fonts, hi-res scanning, digital proofs, production expenses, long distance, postage, travel, sales tax (when applicable), messenger services, shipping, hiring of contract writers/designers, software, web hosting, and printing fees. Items generated in-house, such as color/black & white output and DVDs/CDs, or royalty-free images from my collection, will be billed at a flat rate fee per item, established by myself. Mileage may be billed at the IRS 2007 mileage rate of 48.5¢/mile.

APPROVALS:

The client will be ultimately responsible for final approval of all comps. It is important to make all final corrections before the project goes live to avoid delays and additional fees. I am not liable for any work that has been final approved by the client and made live.

ORAL AUTHORIZATION:

Invoices will include (and the client shall be obligated to pay) fees or expenses that were orally authorized.

COMPLETION/DELIVERY DATES:

Any delay in the completion of a project due to external forces beyond my control (such as unusual transportation delays, unforeseen problems at a vendor site, computer/Internet related issues, holidays, bad road conditions, etc.), or actions and negligence of the client (i.e., content delivery delays), shall entitle me to extend the completion/delivery date, upon notifying the client, by the time equivalent of such a delay.

CANCELLATION FEES:

In the event of cancellation of a project, the ownership of all copyrights and original artwork, including sketches, PDF files of layouts, and any other mockups, shall be retained by me. Any usage by the client of any of the project elements will result in appropriate legal action.

A cancellation fee for work completed shall be paid by the client. The cancellation fee is as follows: 50% of total project fee for preliminary work, concepts, or comps, 75% of total project fee after preliminary work but before completion, 100% of total project fee for completed work regardless of final approval.

ADDITIONAL USAGE:

If the client wishes to make additional uses of the work, client shall seek permission from me and pay an additional fee to be agreed upon.

COPYRIGHT RESPONSIBILITY:

It is the sole responsibility of the client to ensure that any intellectual property (artwork, code, etc.) that they provide is owned by them in accordance with copyright laws. I cannot be held responsible for any copyright violations or resulting fees due to assets provided by the client. Likewise, I am responsible for any intellectual property I supply.

CREATIVE/INTELLECTUAL PROPERTY

Under U.S. copyright law, I retain ownership of the *original* artwork pieces created for the client, although the client shall be owner of the final product/implementation (i.e. website). The original artwork may not be reproduced without consent from me.

All code parts produced during the work relationship shall be owned by myself and may be reused in future projects, although the actual implementation (website, web app, etc.) of that code is solely the client's, and I shall not reproduce that same final implementation elsewhere. The client reserves the right to reuse, modify, transfer, or sell their implementation although the code itself cannot be resold without consent from me.

MODIFICATIONS:

Modifications of the project agreement must be written, except the invoice may include, and the client shall pay, fees/expenses that were verbally authorized.

LIMITATION OF LIABILITY:

I cannot be held liable for any consequential or special damages, such as profit losses.

PROMOTIONAL USE:

I may reproduce any design, artwork, or layout in promotional materials such as brochures, mailers, and websites, unless otherwise requested by the client. I may use the completed project and any preliminary designs for the purpose of design competitions, future publications on design, educational purposes, and the marketing of myself. Where applicable, the client will be given any necessary credit for usage of the project elements.

CLIENT PERFORMA:

See your quote or estimate to determine the client specific responsibilities you have to contribute to the success of this project. In addition, you may be asked to complete other responsibilities in the Project Scope document that may be created once the project begins. It is important that these are executed and your signature binds you to fulfilling these objectives in a timely fashion.

AUTHORIZATION:

Written approval or a signature on this document from you, the client, or payment of an invoice issued as a result of a quote or estimate, indicate authorization from your company to proceed with the project described within this document. You are stating that you are a legally authorized representative and are committing to pay for all fees incurred in the production of this project and that you agree to the Terms laid out here.

LEGAL FEES:

Client shall bear all costs, expenses, and reasonable attorney's fees in any action brought to recover payment under this contract or in which I may become a party by reason of this contract.