



TERMS & CONDITIONS

This document defines the terms and conditions of our working relationship. All projects or services that DESIGNER may provide to CLIENT are subject to the following:

PROJECT DETAILS

Project Description

CLIENT shall provide to DESIGNER, whether written or verbal, a complete description of the project before DESIGNER shall begin work. Changes to the original agreed upon project description may result in additional charges if the work expands beyond the original scope.

Development Guidelines

DESIGNER will begin work on the project upon CLIENT'S approval of the written estimate and terms and conditions. Your approval (written, oral or email) will constitute an agreement between us. Production schedules will be established and adhered to by both CLIENT and DESIGNER, provided no external unforeseen circumstances impede the schedule. Should schedule need to change, CLIENT or DESIGNER shall inform the other party, and final delivery date will be adjusted accordingly without penalty.

Revisions and Alterations

New work requested by CLIENT and performed by DESIGNER after a proposal/estimate has been approved is considered a revision or alteration. If the job changes to an extent that substantially alters the specifications described in the original estimate, we will submit a proposal revision memo to you, and a revised additional fee must be agreed to by both parties before further work proceeds.

Author's alterations and other copy changes requested after layouts or mechanicals are completed are billed at standard hourly rates.

Nature of Copy

CLIENT agrees to exercise due diligence in its direction to us regarding preparation of materials and must be able to substantiate all claims and representations. You are responsible for all trademark, service mark, copyright and patent infringement clearances. You are also responsible for arranging, prior to publication, any necessary legal clearance of materials we prepare.

Errors and Omissions

It is the CLIENT'S responsibility to check proofs carefully for accuracy in all respects, ranging from spelling to technical illustrations. DESIGNER is not liable for errors or omissions. Your signature or that of your authorized representative is required on all mechanicals or artwork prior to release for printing or other implementation.

Completion Date

CLIENT and DESIGNER shall agree upon a date for first round previewing, and a final completion date. Final completion date is dependent upon, but not limited to, rounds of revision required, delays by CLIENT in previewing rounds and, if applicable, printer availability and schedule.

Events that Affect Delivery

Events that affect delivery and timeline include, but are not limited to, DESIGNER waiting for assets to be provided by CLIENT, delays by CLIENT in approving artwork, changes made in content (other than mistakes by DESIGNER), delays caused by the printer or third parties out of the control of DESIGNER or CLIENT and other unforeseen catastrophic events. Such events that affect delivery shall not change the payment terms (see "Payment Terms").

PROJECT COSTS

Estimate

A written estimate will be provided by DESIGNER upon request of CLIENT and are valid for 30 days from the date of estimate. CLIENT requested changes beyond the scope of revisions set forth in the estimate will be billed additionally. CLIENT will be notified of any price changes or if additional work requested is beyond the scope of the estimate and will be charged additionally. DESIGNER will adhere to any provided estimate so long as the CLIENT does not require additional rounds of revision or change the project scope during the process. Billing will reflect the actual costs incurred.

Payment Terms

CLIENT agrees to pay DESIGNER in accordance with the terms specified. An invoice will be sent (mail or email) 60 days following the opening of a project, regardless of completion status, unless project has been deemed cancelled (see "Cancellation"). CLIENT has 30 days to pay the full amount due. Interest will accrue on past due balances. We reserve the right to postpone delivery of work until past due balances are paid. Terms will be noted on invoice. Additional charges incurred after the 60-day invoice will be invoiced separately.

Deposit

Unless otherwise stated in an addendum to the contract, CLIENT shall pay a deposit before DESIGNER begins work on a project. Deposit amount is 30% of estimated charges, unless estimate is less than \$100, in which case DESIGNER will begin work in good faith without requiring a deposit.

Cancellation/Project Hold

Should CLIENT decide to cancel or put a project on hold, CLIENT will provide notice in writing to DESIGNER. We will promptly do so, but CLIENT will be liable for any costs incurred prior, including deposit, purchase of stock imagery, hours worked through point of cancellation, etc. Should DESIGNER decide to cancel or put a project on hold, CLIENT will not be liable for hours worked through point of cancellation.

Miscellaneous Expenses

Fees for design services do not include outside purchases such as, but not limited to, printing, photography, stock imagery, custom illustration and color printouts. Additional expenses will be approved by CLIENT prior to purchase, and itemized additionally on the invoice. CLIENT is expected to proof all artwork prior to final approval for printing, and will be responsible for additional printing charges related to changes made after final approval or reprinting costs.

OWNERSHIP AND COPYRIGHT

Ownership of Artwork

DESIGNER reserves the right to photograph and/or distribute or publish for our promotional and marketing needs any work created for the CLIENT, including any item created from concept through final project. CLIENT has the right to use, reproduce and distribute any work created for no additional fee for the life of the CLIENT'S business. CLIENT may not, however, sell any work created by DESIGNER unless specified in an addendum to the contract. DESIGNER may not sell or reuse final artwork provided to CLIENT in working with other clients, but may use concepts not used in the final project.

FINAL NOTE AND AUTHORIZATION

InFaith Graphic Design is committed to providing our clients with the best in service and design. Our goal is to keep your project moving forward quickly, smoothly and cost-effectively to produce great results for our clients in a seamless process. If there is anything we can do to improve our service to you beyond this contract, please state in writing; and we will do everything we can to ensure your experience is excellent with InFaith Graphic Design.

Signature: _____ Date: _____

Name (please print) : _____ Title: _____

Company : _____