

Service Agreement for Print and/or Web Design: Terms and Conditions

Agreement between The Write Design ("Company") and business or individual identified as "Client" herein.

General Working Agreement. This document defines the terms and conditions of our working relationship. All projects or services that Company may be contracted to produce or provide for Client will be subject to the following:

Working/billing phases. Based on our experience with long-term design communications projects, we have found that it is mutually advantageous to handle each project in logical working/billing phases.

Concept revisions, extensive alterations, or a switch in marketing objectives sometimes makes it impossible to accurately estimate in advance the total cost of a project. Planning the work, cost estimating, and billing in several phases permits Company or Client to adjust for such revisions or halt work before completion if a project is postponed or cancelled. Any cancelled project is billed only through phases and/or portions of phases that were actually completed by Company. For each project, Client will receive a proposal/estimate outlining the project specification and our proposed scope of services and working/billing phases. Each proposal estimate will include estimated fees for professional services, and separate itemized costs for anticipated out-of-pocket expenses (printing, photography, color printouts, etc.)

We will begin work upon Client's approval of the written estimate, and deposit as outlined in Payment/Estimates. Your approval (signature or via email) will constitute an agreement between us.

Payment/Estimates. Client agrees to pay Company in accordance with the terms specified in each proposal/estimate.

Unless otherwise specified, all subsequent balances are due and payable upon art approval. We reserve the right to refuse completion or delivery of work until past due balances are paid.

Estimates. Billing will reflect the actual costs incurred. Valid for only 30 days from date on estimate. Client requested changes will be billed additionally. The Client will be notified of any price changes.

Out-of-pocket expenses. Client agrees to pay for commercial printing in full prior to Company submitting print order to vendor. Fees for professional services do not include outside purchases such as, but not limited to, printing, photography, long-distance telephone calls, etc. If onsite consultant or supervisory services are required outside of a 20-mile radius beyond our studio location, we will bill transportation (mileage, tolls, parking, etc.) at cost. Reimbursement for mileage is calculated at current allowable rates. Expenses are itemized on each invoice.

Revisions and alterations. New work requested by Client and performed by Company after a proposal/estimate has been approved via signature or email is considered a revision or alteration. If the project changes to an extent that substantially alters the specification described in the original estimate, we will submit a proposal revision memo to you, and a revised 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 by the quarter hour at standard rate of \$75 per hour. Completed shall mean art or copy approval via signature or email.

Website roll-outs: Client has five business days to review and submit alterations, during which time website is available in pre-launch status. If changes are requested after site is launched, Client will be billed by the quarter hour at the standard rate of \$50 per hour.

Priority scheduling and rush requests. Estimates are based on a reasonable time schedule, and may be revised to take into consideration priority scheduling requests. Priority scheduling requiring work outside of standard business hours will be billed by the quarter hour at \$75 per hour. This does not include rush fees for printing or other outside suppliers or vendors.

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, servicemark, 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. Company is not liable for errors or omissions. Your approval via email or signature is required on all mechanicals, artwork or copy prior to release for printing or other implementation.

Over runs and under runs. The Client will accept over runs or under runs that do not exceed printing industry standards of 5% of the quantity ordered on all jobs.

Inspection of books. Upon reasonable notice, any and all invoices from our vendors, time sheets, and other documentation relating to your account will be available for inspection at our studio by your authorized representative during normal business hours.

Property and supplier's performance. Company will take all reasonable precautions to safeguard the property you entrust to us. In the absence of negligence on our part, however, we are not responsible for loss, destruction or damage or unauthorized use by others of such property. We will use our best efforts to ensure quality and timely delivery of all printed pieces. Although we will use our best efforts to guard against any loss to you through the failure of our vendors or others to perform in accordance to their commitments, Company cannot be held responsible for vendor quality, price, performance or delivery in any way.

Of course, you are welcome to select your own printing vendor. Please note we cannot be held responsible for their quality, price, performance or delivery in any way, including coordination of work.

Lien. All materials or property belonging to Client, as well as work performed, may be retained as security until all just claims against Client are satisfied.

Rights of ownership. Once a project has been delivered by us and is fully paid for by Client, Company will assign the reproduction rights for the use(s) described in the proposal.

According to the Copyright Law of 1976, the rights to all design and art work, including but not limited to photography and/or illustrations, or purchased from a stock agency on Client's behalf, remain with the original designer, artist, photographer or illustrator. Unless a purchase of "All Rights" is negotiated with Company or authorized representative, you may not use or reproduce the design or images therein for a purpose other than the one(s) originally stipulated. If you wish to use the design we have created and/or the images within it for another purpose or project, including a reprint or exhibition, you must contact us to arrange the transfer of rights and pay any additional fees before proceeding. If printing or other implementation is done through your vendors, you agree to return to us all our original mechanicals (prints, files, drawings, separations, etc.) within two weeks and to provide us with printed samples of each project.

We reserve the right to photograph and/or distribute or publish for our firm's promotional and marketing needs any work we create for you, including mock-ups and comprehensive presentations, as samples for our portfolio and any and all media of our choosing. We agree to store electronic files and other media for a period of 1 year beyond the delivery of a job; thereupon, we reserve the right to discard them.

Term and termination. The term of this agreement will continue for work in progress until terminated by either of us upon 30 days written notice. If you should direct us at any time to cancel, terminate or "put on hold" any previously authorized purchase, we will promptly do so, provided you hold us harmless for any cost incurred as a result. Upon cancellation of a project, Client agrees to pay cancellation fee ("kill fee") equal to 50% of the deposit received to cover lost income as a result of the abrupt change of plans.

Upon termination of this agreement, Company will transfer to Client all your property and materials in our control and for which you have paid. Client will indemnify and hold Company harmless for any loss or expense (including attorney's fees) and agree to defend Company in any actual suit, claim or action arising in any way from our working relationship. This includes, but is not limited to assertions made against Client and any of its products and services arising from the publication of materials that we prepare for you and you approve before publication.

Production schedules. Production schedules will be established and adhered to by both Company and Client, provided that neither shall carry any liability for a state of war, riot, civil disorder, fire, labor trouble or strike, accidents, energy failure, equipment breakdown, delays in shipment by suppliers or carriers, action of government or civil authority or other causes beyond the control of the Company and Client. Where production schedules are not adhered to by the Client, final delivery date of project will be adjusted.

Additional provisions. The validity and enforceability of this agreement will be interpreted in accordance with the laws of the State of California. This agreement is our entire understanding and may not be modified in any respect except in an executed agreement.

If we must retain attorneys to collect our invoices, we will be entitled to reasonable attorney's fees, court costs, and interest at the maximum rate permitted by law.

Signature:

Printed name:

Company:

Date:

Note: You may also state your agreement to the above Terms and Conditions via email to: milli@riverbankwebdesign.com using "Service Agreement Acceptance" in the subject line of your email.