

A handwritten signature in a cursive, dark grey font, consisting of the letters 'j', 's', and 'd'.

## *standard contract terms 2016*

### Design Process

The Designer has provided the Client with a detailed Design Process document via email and/or standard mail. The Client acknowledges that he/she has received said document and agrees with the terms therein.

### Estimates

The fees and expenses shown are minimum estimates only unless an hourly fee has been agreed upon. That fee will be Hourly Fee per hour and the designer shall keep the client apprised of a tally of hours within a reasonable period of time. Final fees and expenses shall be shown when invoice is rendered. The fees and expenses shown are minimum estimates only unless the quote and/or invoice is clearly marked Firm Quote, otherwise the below stated hourly fee will be payable on all time over that which was quoted with a minimum in 30 minute increments.

### Changes

The Client must assume that all additions, alterations, changes in content, layout or process changes requested by the customer, will alter the time and cost. The Client shall offer the Designer the first opportunity to make any changes.

### Timeline

Please note that Client is asked to stay on time with their responses, feedback and client responsibilities such as completed questionnaires, website content, images, etc. Any delays from the client may result in project push backs and additional charges. Completion dates are tentative! Project completion depends on many

factors (such as revision time) and cannot be guaranteed. Milestone dates are estimates and are based on the scope of the project.

### Expenses

The Client shall reimburse the Designer for all expenses arising from this assignment, including the payment of any sales taxes due on this assignment, and shall advance the Designer for payment of said expenses, including but not limited to Stock Photography, Artwork, and or material needed for the project. Expenses are to be pre-approved by Client.

### Cancellation/Refund

In the event of cancellation of this assignment, ownership of all copyrights and the original artwork shall be retained by the Designer, and a cancellation fee for work completed, and expenses already incurred, shall be paid by the Client. Cancellation fee is based on the hours submitted, if the project is on an hourly basis or a percentage based on the time estimate for the entire job. A 100% cancellation fee is due once the project has been finished, whether delivered to the client or not. If the project is on an hourly basis and the project is canceled by the client, the client agrees to pay no less than 100% of the hours already billed for the project at the time of cancellation plus a flat fee of \$250 or 50% of the remaining hours that were expected to be completed on the project, whichever is greater. Deposits serve to retain space on Designer's calendar and are NON-REFUNDABLE under any circumstance.

### Late Payments

Payments are due immediately upon receipt of emailed invoice. Invoices are due upon receipt. Unpaid invoices for design work and/or hosting services (excluding deposits) will be automatically be charged a 15% late penalty after 5 days and an additional 10% every 5 days thereafter.

### Ownership

The Designer hereby assigns to Client all right, title and interest in the graphic work produced or developed under this agreement, including all patent, trade secret and trademark rights, and copyrights, except that Designer shall retain the right to use the work for self-promotion, such as in a portfolio or exhibit. The custom theme created for the project is licensed to the Client for use on the specified website only. It cannot be transferred or copied to another site/domain. This assignment is conditioned on Designer being paid the full amount owed under this agreement. The Designer owns the XHTML markup, CSS and other code created for this project and licenses it to the Client for use on only this project .

## Guarantees

The Designer cannot guarantee that the functions/code of the website will properly function beyond the initial time of installation due to plugin or cms updates and/or modifications and cannot be liable to the Client or any third party for damages, including lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate this web site and any other web pages.

## Credit Lines

The Designer and any other creators shall receive a credit line with any editorial usage. If similar credit lines are to be given with other types of usage, it must be so indicated here. Designer has the right to display and market all work completed as a result of this agreement.

## Default

The Client shall assume responsibility for cost outlays by designer in all collections of unpaid fees and of legal fees necessitated by default in payment. Invoices in default will include but are not limited to fees for collection and legal costs.

## Releases

The Client shall indemnify the Designer against all claims and expenses, including attorney's fees, due to the uses for which no release was requested in writing or for uses that exceed authority granted by a release.

## Modifications

Modifications of the terms of this contract must be written and authorized by both parties, involving the implementation of a new version of the contract as a whole following standard procedures of documentation and approval.

## Code of Fair Practice

The Client and the Designer agree to comply with the provisions of the Code of Fair Practice (which is in the Ethical Standards section of chapter 1, Professional Relationships). The Designer warrants and represents that, to the best of his/ her knowledge, the work assigned hereunder is original and has not been previously published, or that consent to use has been obtained on an unlimited basis; that all work or portions thereof obtained through the undersigned from third parties is original or, if previously published, that consent to use has been obtained on an unlimited basis; that the Designer has full authority to make this agreement; and that the work prepared by the Designer does not contain any scandalous, libelous, or unlawful matter. This warranty does not extend to any uses that the Client or others may make of the Designer's product that may

infringe on the rights of others. Client expressly agrees that it will hold the Designer harmless for all liability caused by the Client's use of the Designer's product to the extent such use infringes on the rights of others.

#### Limitation of Liability

"Client agrees that it shall not hold the Designer or his/her agents or employees liable for any incidental or consequential damages that arise from the Designer's failure to perform any aspect of the project in a timely manner, regardless of whether such failure was caused intentional or negligent acts or omissions of the Designer or Client, any client representatives or employees, or a third party."

#### Dispute Resolution

Any disputes in excess of maximum limit for small-claims court arising out of this Agreement shall be submitted to binding arbitration before a mutually agreed-upon arbitrator pursuant to the rules of the American Arbitration Association. The Arbitrator's award shall be final, and judgment may be entered in any court having jurisdiction thereof. The client shall pay all arbitration and court cost, reasonable attorney's fees, and legal interest on any award of judgment in favor of the Designer. All actions, whether brought by client or by designer will be filed in the designer's state/county of business/ residence. PayPal Disputes brought against the Designer by the Client that are determined in favor of the Designer will incur an immediate fee of \$200.

#### Acceptance of Terms

The action of the sending and receipt of this agreement via electronic method will hold both parties in acceptance of these terms. The Designer as sender and the client as recipient will acknowledge acceptance of these terms either through an e-mail noting acceptance or acceptance is acknowledged at the beginning of any work on said project. Electronic signatures shall be considered legal and binding. Initial payment/deposit will also serve as acknowledgement of this agreement.

#### *additional info*

These are the standard contract terms for design & development as of September 2016. Client will be asked to accept these terms and allow their initial payment/deposit to serve as acknowledgement of said acceptance.