

## **PAYMENT INFORMATION**

**First Payment:** 50% of total project cost. **Required down payments must be received before project begins.** Finance charge of 1.5% per month (18% annually) on all overdue balances.

**Final Payment:** Due within 3 days of project completion, and before the final artwork files are given to client, or website is published.

## **OWNERSHIP OF ARTWORK**

Until full payment has been made, Exclusive Design retains ownership of all original artwork or parts contained therein, whether preliminary or final. Upon full payment, the client shall obtain ownership of the final artwork to use and distribute as they see fit. Exclusive Design retains the right to use the completed project and any preliminary designs for the purpose of design competitions, future publications on design, educational purposes, marketing materials, and portfolio. Where applicable the client will be given any necessary credit for usage of the project elements. Exclusive Design retains the right to place a graphic or text link to [www.exclusivedesigngraphics.com](http://www.exclusivedesigngraphics.com) on completed websites and logo or reference to Exclusive Design Graphics on any print material.

## **PROOFING OF FINAL PROJECT**

The designer shall make every effort to ensure the final product is free of any grammatical and spelling errors, before giving the final product to the client. It is agreed that it is the client's responsibility to ensure that there are no spelling or grammatical errors contained in the final product. It is agreed that the designer is not responsible or held liable for any errors contained in the final product after the final product has been committed to print or posted in view of the public.

## **PRODUCTION SCHEDULE/DELIVERY OF PROJECT**

The client will assume any shipping or insurance costs related to the project. Any alteration or deviation from the above specifications involving extra costs will be executed only upon approval with the client. The designer shall not incur any liability or penalty for delays in the completion of the project due to actions or negligence of client, unusual transportation delays, unforeseen illness, or external forces beyond the control of the designer. If such event(s) occur, it shall entitle the designer to extend the completion/delivery date, by the time equivalent to the period of such delay.

## **THIRD PARTY SHIPPING**

In the event any material necessary for the production of the project must be shipped to a third party for additional processing, typesetting, photographic work, color separation, press work, or binding, the designer will incur no liability for losses incurred in transit, or due to the delay of the shipper of the third party.

## **CANCELLATION**

In the event of cancellation of the project, ownership of all copyrights and the original artwork and disks shall be returned and retained by Exclusive Design (Stefanie Ohlendorf), and a fee for work completed, based on the contract price and expenses already incurred, shall be paid by the client.

## **CONFIDENTIALITY**

All correspondence and documents provided will be treated as confidential between the client and the designer, unless consent has been granted by both parties involved.

## **ACCEPTANCE OF AGREEMENT**

The above prices, specifications and conditions are hereby accepted. The designer is authorized to execute the project as outlined in this agreement. Payment will be made as proposed above. This agreement is valid upon client signing agreement and or receipt of initial down payment.

**Client's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Designer's Signature:** \_\_\_\_\_