

BGD TERMS OF SERVICE: STANDARD TERMS AND CONDITIONS FOR THE DESIGNER/CLIENT RELATIONSHIP



Services. Brenits Graphic Design LLC (The Designer) shall provide basic services for the project consisting of consultation, research, design, checking quality of implementation, and coordination of the project and its execution. In connection with performing basic services, the Designer shall prepare and present materials to the Client that demonstrate or describe the Designer's intentions and shall prepare various materials, such as artwork, drawings, and specifications, to enable the design to be printed, fabricated, installed, uploaded, or otherwise implemented.

The Designer's services shall be performed in accordance with the AIGA's Business and ethical expectations for professional designers, which can be found at www.aiga.org

Client Responsibilities. The Client shall appoint a sole representative with full authority to provide or obtain any necessary information and approvals that may be required by the Designer. The Client's representative shall be responsible for coordination of briefing, review, and the decision-making process with respect to persons or parties other than the Designer and its subcontractors.

The Client will also provide any materials and/or services required in order for the designer to complete the project such as copy, proofreading of final designs prior to approval, etc. Such materials and/or service requirements are dependent on the particulars of the project, and will be described in a written estimate at the time a project is initiated.

Schedules/Overtime/Rush Work. The Designer reserves the right to adjust the schedule and/or charge additionally in the event that the Client fails to meet the agreed-upon deadlines for delivery of information, materials, approvals, payments, and for changes and additions to the services outlined in the estimate/proposal.

Client Approval. The Client will approve and proofread all final designs and type before the production of mechanicals or web pages. The Client's approval of all tangible materials and artwork will be assumed after the work has been submitted to the client for review, unless the client indicates otherwise in writing.

Ownership. All materials used in the production of this assignment – including original and mechanical artwork and computer files – remain the property of The Designer. Upon payment of all fees and expenses, the Designer will grant all reproduction and/or usage rights (E.G. ownership), as outlined in the project estimate/proposal for all approved final materials (E.G. Project Deliverables) created by the Designer at the time of project initiation. Ideas and design concepts, which are not accepted, remain the property of The Designer and may be used in the future in the course of other assignments.

All original photographic film (transparencies, chromes, and negatives) will remain the property of any photographer(s) selected for assignments, unless arranged otherwise in a separate agreement.

All printing materials (primarily films, plates, and electronic files) remain the property of the printer(s) selected for assignments, unless arranged otherwise in a separate agreement.

Electronic Files. If the Client has requirements for how the project is to be prepared electronically, the Client must communicate this to the Designer before the project begins.

Electronic files and software documents related to the Client's project are the property of the Designer and must not be copied, altered, or modified without the written permission of the Designer.

Out-of-Pocket or Reimbursable Expenses. Any budget figures or estimates for reimbursable expenses or implementation charges, such as out-of-pocket expenses, typesetting, printing, fabrication, or installation, are for planning purposes only. The Designer will use their best efforts to work within stated budgets but will not be liable if these expenses exceed budgets. When possible, no expenses in excess of the budget will be incurred without the Client's written or initialed approval in advance.



The Client will reimburse the Designer for all out-of-pocket expenses incurred by the Designer on this project. These expenses will be listed in an estimate/proposal at the time the project is initiated, and will be billed at cost plus 10% for account handling and supervision. Upon the Client's request at the start of the project, records for out-of-pocket expenses will be retained by the Designer and will be made available to the Client upon completion of the project.

Prior written approval in the form of a purchase order is required for expenses over \$100, with the exception of delivery via FedEx or messenger service.

Third-Party Contracts. The Designer may contract with other individuals or companies acting on behalf of the Client to provide additional service such as website scripting or programming, copy writing, photography, illustration, printing, and fabrication. The Client agrees to be bound by any terms and conditions, including required credits and usage rights, with respect to reproduction of materials that may be imposed on the Designer by these third parties.

Credit. The Designer will have the right to include a published credit line on the completed designs or any visual representation. This same credit will be included in any publication of the design by the Client.

Samples. The Client will provide the Designer with Samples of each printed or manufactured design. These samples will represent the highest quality of work produced.

Payment Terms. Upon approval of this document, the Client will make all payment installments, as scheduled and outlined in the estimate/proposal at the time of project initiation.

All invoices are payable net 30 unless otherwise noted. The grant of any license or right of copyright is conditioned on receipt of full payment. The Client will pay interest on all overdue amounts not exceeding the maximum amount allowed by law. The Client shall assume responsibility for all collection/legal fees necessitated by default in payment.

Please make checks or money orders payable to **Brenits Graphic Design LLC.**

Cancellation. In the event of cancellation of an assignment, a cancellation fee will be paid by the Client and will include full payment for all labor hours completed and expenses incurred up to the time of cancellation.

The cancellation fee for flat fee projects (such as logo/identity design) will be based on the schedule outlined below. Any initial payments that have been received will be credited against any amounts due.

Furthermore, ownership of all copyrights and original artwork shall be retained by The Designer .

Cancellation Schedule of payment due to The Designer for flat fee based projects: During phase one 25% of price quoted. During phase two: 50% of price quoted. During phase three: 75% of price quoted. During phase four: 90% of price quoted.

Summary. This document represents the entire standard agreement between the Client and the Designer and may be changed or modified only in writing and with the approval of both parties.

The Client and the Designer represent that they have full power and authority to enter into this agreement and that it is binding upon the Client and the Designer and enforceable in accordance with its terms.

This Agreement will be governed by the law of the state of New Jersey, in which Brenits Graphic Design, LLC's principal place of business is located.

Read and agreed:

For Brenits Graphic Design, LLC

For Margaret Mark Strategic Insight