

# Graphic Design Terms of Service

## 1. Evaluation and Acceptance

Once Designer has received a creative brief from the Client, the Designer will create several mockups for Client and submit them for review. Client will have 10 business days to provide notes/comments to Designer on mockups and determine an art direction for the final work product. Designer will then create a first draft of the final work product and submit the completed materials to Client for review and approval. Client will review the first draft within 10 business days of receipt and either approve the final work product or make further changes. Designer will have 10 business days after receiving Client's comments and corrections to submit a revised version of the materials to Client. Client will review the revised version within 10 business days of receipt and either approve the corrected version or make further changes. There will be a maximum of 3 rounds of edits allotted per deliverable. If more are needed, then an additional charge may be incurred at the discretion of Designer based upon an hourly rate of \$25/hr. If Client fails to provide approval or comments during any of the approval periods, those materials will be considered to be approved. If Client terminates this Agreement under any provision, Designer shall be entitled to compensation on a time and materials basis at an hourly rate of \$25/hr plus expenses to the date of termination. Designer shall submit an invoice detailing its time and expenses. If the invoice amount exceeds the amounts paid to Designer prior to termination, Client shall pay Designer the difference within 30 days of the date of the invoice. Should the Client fail to pay the Designer the full amount specified in any invoice within 30 calendar days of the invoice's date, interest of 18 percent per annum shall accrue from the 30th calendar day following the invoice's date.

## 2. Changes in Project Scope

If Client wishes to implement major revisions after Client has already accepted Designer's work product following completion of any stage of development, Client shall submit to Designer a written proposal specifying the desired changes. Designer will evaluate each such proposal at its standard rates and charges. Designer shall submit to Client a written response to each such proposal within 10 working days following receipt. Designer's written response shall include a statement of the availability of Designer's personnel and resources, as well as any impact the proposed changes will have on the contract price, delivery dates, or warranty provisions of this Agreement. Client shall have 10 business days from receipt of Designer's response to its proposal to accept or reject it in writing. If Client accepts Designer's response, Designer shall draft a written Contract Amendment Agreement to reflect the desired changes and acknowledge any effect of such changes on the provisions of this Agreement. Designer shall commence work on the desired changes once the Contract Amendment Agreement is signed by authorized representatives of Client and Designer. Should Client reject Designer's response to its proposal, Client will so notify Designer within 10 working days of Client's receipt of the response. Designer will not be obligated to perform any services beyond those called for in this original Agreement.

## 3. Credits

Designer may take the following actions: Designer can place images on Designer's website of Client's work in progress & final product(s) as an example of Designer's services.

## 4. Intellectual Property Infringement

Designer warrants that Designer will not knowingly infringe on the copyright or trade secrets of any third party in performing services under this Agreement. To the extent any material used by Designer contains matter proprietary to a third party, Designer shall obtain a license from the owner permitting the use of such matter and granting Designer the right to sublicense its use. Designer will not knowingly infringe upon any existing patents of third parties in the performance of services required by this Agreement. Client represents and warrants to Designer as follows: Client has the authority to enter into and perform its obligations under this Agreement; Client has or will obtain all necessary and appropriate rights and licenses to grant the license to Designer to use in work products. Client will indemnify Designer from any claims resulting in losses, damages, liabilities, costs, charges, and expenses, including reasonable attorney fees, arising out of any breach of any of Client's representations and warranties contained in this Agreement. For such indemnification to be effective, however, Designer must give Client prompt written notice of any such claim and provide Client such reasonable cooperation and assistance as Client may request in the defense of such suit. Client will have sole control over any such suit or proceeding.

## 5. Payment

A 50% deposit shall be paid before work commences and the remaining balance shall be paid within 30 calendar days of the completion of services. Should the Client fail to pay the Designer the full amount specified in any invoice within 30 calendar days of the invoice's date, interest of 18 percent per annum shall accrue from the 30th calendar day following the invoice's date.

## 6. Confidentiality

During the term of this Agreement and afterwards, Designer will use reasonable care to prevent the unauthorized use or dissemination of Client's confidential information. Reasonable care means at least the same degree of care Designer uses to protect its own confidential information from unauthorized disclosure. Confidential information is limited to information clearly marked as confidential, or disclosed orally that is treated as confidential when disclosed and summarized and identified as confidential in a writing delivered to Designer within 15 days of disclosure. Confidential information does not include information that: the Designer knew before Client disclosed it; is or becomes public knowledge through no fault of Designer; Designer obtains from sources other than Client who owe no duty of confidentiality to Client; or Designer develops independently.

## 7. Termination of Agreement

Each party shall have the right to terminate this Agreement by written notice to the other if a party has materially breached any obligation herein and such breach remains uncured for a period of 30 days after written notice of such breach is sent to the other party.

## 08 Applicable Law

This Agreement will be governed by the laws of Cumberland County, in the State of Pennsylvania.