



TERMS & CONDITIONS

PRICING & PAYMENT TERMS: Projects are billed hourly or by-the-project, depending on the scope of the work. A % of the lower estimated cost may be due upon signing of the proposal agreement/commencement of the project. To receive a project estimate you must submit the specifications of your job. Specific fees and terms will be detailed in your project estimate. Invoices are due upon receipt unless otherwise noted / arranged. Fees are non-refundable. All invoices are payable upon receipt. A 2% monthly service charge is payable on all overdue balances. The grant of any license or right of copyright is conditioned on receipt of full payment. The Client shall assume responsibility for all collection of legal fees necessitated by default in payment.

ESTIMATES: Sarah makes an effort to be as accurate in her project estimates as possible. If it is necessary to go beyond the time allocated then she will notify you in advance as the time approaches. Additional time if required is billed by the hour. Final fees and expenses shall be shown when invoice is rendered.

CLIENT SATISFACTION: Sarah thrives on repeat and referral business - most of her clients have been working with her for a number of years. It is her priority that clients' expectations are not only met but surpassed.

THE PROCESS: With some print projects (logos, letterhead, web etc.) the client is presented with 2-4 different design options. The client and designer discuss these options and make decisions as to the direction of the piece. Based on these decisions the designer completes the layout/related work and presents the final piece to client for approval. Minor revisions are anticipated at this point but major design/content changes may be charged in addition to the estimated cost. When final client approval is received, final design fees are paid and printing fees are determined. For web design projects the process is similar: designer presents a site map; the client and designer discuss these options and make decisions regarding design and content. Upon completion of prototype designer uploads the web site for client to look at "live" on the web. After reviewing client requests, minor revisions to content (major changes at this stage may be beyond the scope of the estimate). Final changes are made and the web site is made "live" on the web.

APPROVALS: Work in progress not yet approved by client beyond 21 days shall be billed.

PROOFREADING: Designers are not trained proofreaders, and while every effort will be made to ensure accuracy it is recommended that the client hire the services of a professional proofreader BEFORE the job goes to press.

PROOF APPROVALS: The CLIENT will be ultimately responsible for final approval of all proofs. The designer will coordinate this with you and request you to "sign off". It is important to make all final corrections BEFORE the files go to the printer to avoid delays and excess fees. Designer is not liable for any work that is "final-approved" by client and released to printer.

POSSIBLE EXPENSES: Out-of-pocket expenses may be subject to the industry-standard markup of 18% to cover time and costs involved. The following is a list of possible standard expenses that clients should be aware of:

Standard Expenses for Print Projects: 1) major revisions requested late in the design process 2) royalty fees/usage rights for photographs or illustrations (if used) 3) hiring a proofreader 4) time for designer to check proofs & time on press (if not included in estimate) 5) printing fees 6) proofs & color outputs 7) high resolution image scanning (required for color printing) 8) disks, shipping & courier fees.

Standard Expenses for Web Projects: 1) major revisions requested late in the design process 2) royalty fees/usage rights for photographs or illustrations (if used) 3) Internet Service Provider fees 4) domain name registration, ongoing web site maintenance (if requested by client).

LOGO RESEARCH / LEGAL: Please note that Sarah Nelsen does NOT offer or provide logo research or registration services. An attorney is recommended for this service. We do not assume responsibility or any liability in the event that a name, slogan or design conflicts in any way with an existing name, slogan or design.

COPYRIGHT OWNERSHIP: Under U.S. copyright law, the designer is the owner of all files and artwork created for the client, and client shall be the owner of the end product (i.e. a printed brochure). Release of electronic files to the client is at the discretion of the designer. Copyright ownership may be transferred for a flat fee via a "copyright transfer" contract.

CLIENT WARRANTIES: Client warrants that their supplied Properties (i.e. logos, images, etc.) will not knowingly violate any law or regulations or infringe upon or violate the copyright, trademark, or confidential information of any third party, or violate any right of privacy. If these representations shall be untrue or this warranty is breached, client agrees to hold harmless Sarah Giegel from any and all liability, damages, losses, claims, actions, judgments, and costs, including attorney's fees, arising as a result of any infringement upon the rights of a third party.

LIMITED 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 by intentional or negligent acts or omissions of the Designer or a third party.

PROJECT TERMINATION: If at any time client chooses not to complete their project then designer shall be compensated for all work to date.

PROMOTIONAL USE: Sarah Nelsen may reproduce any design, artwork or layout in promotional materials such as brochures, mailers, and on this web site.