



Terms and conditions

DEFINITIONS

Agreement means the Project Proposal, Terms and Conditions and any other attached documents.

Project means the scope and purpose of the Client's identified usage of the work product as described in the Project Proposal.

Services means all services and the work product to be provided to Client by Designer as described and otherwise further defined in the Project Proposal.

Final Deliverables means the final versions of Deliverables provided by

Designer and accepted by Client.

Deliverables means the services and work product specified in the Project Proposal to be delivered by Designer to Client.

Client Content means all materials, writing, images or other creative content provided by Client used in preparing or creating the Deliverables.

Third Party Materials means proprietary third party materials which are incorporated into the Final Deliverables, including without limitation stock photography or illustration.

Designer Tools means all design tools developed and/or used by Designer in performing the Services, including pre-existing and newly developed software including source code, Web authoring tools, type fonts, and application tools, together with any other software, or

other inventions whether or not patentable, and general non-copyrightable concepts such as website design, architecture, layout, navigational and functional elements.

DESIGNER SERVICES

Designer shall perform the services listed the Scope of Work according to the Work Plan and Milestones schedule.

PROPOSAL

The terms of this Agreement expires [DAYS] days after being submitted to Client. If this Agreement expires, Designer may modify the Agreement and resubmit it to Client.

COMPENSATION

Fees. Client agrees to pay Designer the fees listed in the Project Proposal, including all taxes.

Expenses: Client will pay Designer expenses, including but not limited to: (a) Incidental and out-of-pocket expenses at cost plus Designers standard markup of [PERCENT]; (b) Milage reimbursement, other than normal commuting, at [PRICE] per mile; (c) Travel expenses, other than normal commuting, but including airfare and rental vehicles, with client approval.

Additional Costs: Pricing in the Project Proposal includes only Designer fees. Any other costs, such as hosting, art licensing or photography, will be billed to Client.

Hosting Final Deliverables: Designer will host the Final Deliverables on Designers web space while the Project is under construction. If the Final Deliverables are not completed by the completion date listed in the Project Proposal, and the delay is not caused by Designer, Client agrees to pay Designer [AMOUNT] per month for hosting until the Final Deliverables are moved to Clients server.

PAYMENT

Payment Schedule: Payment is due when Designer completes each milestone as listed in the Work Plan and Milestones schedule, and Client accepts the Deliverables for that milestone.

Invoices: All invoices are payable within [DAYS] of receipt. Invoices shall list any expenses and additional costs as separate items.

LATE PAYMENT

Late Fee: A monthly service fee of 1.5 percent, or the maximum allowed by law, is payable on all overdue balances.

Crediting Late Payments: Payments will be credited to late payments first, then to unpaid balances.

Collection Expenses: Client shall pay all collection or legal fees caused

by late payments.

Withholding Delivery: Designer may withhold delivery and transfer of ownership of any current work if accounts are not current or overdue invoices are not paid in full.

Withholding License: All grants of any license to use or transfer ownership of any intellectual property rights under this Agreement are conditioned on full payment, including all outstanding Additional Costs, Expenses, Fees, or any other charges.

CHANGES TO PROJECT SCOPE

Change Request: If Client wants to change the Scope of Work after acceptance of this Agreement, Client shall send Designer a written Change Order describing the requested changes in detail. Within [DAYS] of receiving a Change Order, Designer will respond with a statement proposing designers availability, additional fees, changes to

delivery dates, and any modification to the Terms and Conditions.

Designer will evaluate each Change Order at its standard rate and charges.

Major Change: If Client requests are at or near [PERCENT] percent of the time required to produce Deliverables, or the value of the Scope of Services, Designer shall be entitled to submit a new and separate Proposal to Client for written