



TERMS & CONDITIONS

PAGE 1 of 2

PRICING & PAYMENT TERMS: Projects are billed hourly or by-the-project, depending on the scope of the work. **For larger projects and new clients, 25% of the proposal (estimate/quote) cost will be due upon approval of the proposal agreement and commencement of the project.** To accept a proposal (also referred to as an estimate or quote), you can give a written acceptance via email or “accept” via the link in the estimate email. To receive a project proposal you must submit the specifications of your job or contact Sarah Nelsen Designs LLC (SND) to discuss the scope. Specific fees and terms will be detailed in your project proposal. Invoices are due upon receipt unless otherwise noted / arranged. Fees are non-refundable. **All invoices are payable upon receipt or by the date on invoice.**

A 10% monthly late 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.

NON-PROFIT DISCOUNT: SND provides a 10% non-profit discount to qualified clients.

RATES: Design and creative services charged at 2013 hourly rates **\$90/hr Regular Rate; \$80/hr Modified Rate for simple text/image web updates and consulting.** The rates and cost applicable to client’s individual project will be outlined in the proposal. (Current clients as of 8/1/2013 will still receive the \$70 basic revisions rate through 12/31/2013.)

NON-PROFIT DISCOUNT: SND provides a 10% non-profit discount to qualified clients.

PROPOSALS: SND makes an effort to be as accurate in her project proposals 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 at her standard rates. Final fees and expenses shall be shown when invoice is rendered. **The initial proposal is prepared at no charge for the client as well as the initial client meeting to discuss the project’s parameters. Proposals incur a considerable amount of time and attention for SND to prepare and research, so it is important to be as accurate as possible at the initial meeting.**

THE PROCESS: With some print projects (logos, letterhead, web etc.) the CLIENT is presented with 2-4 different design options. The CLIENT and SND discuss these options and make decisions as to the direction of the piece. Based on these decisions, SND 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: SND presents a site map (outline); CLIENT and SND discuss these options and make decisions regarding design and content. Upon completion of the first approved proof, SND 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 30 days shall be billed.**

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

PROOFREADING: SND is not a trained proofreader, 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. SND will coordinate this with CLIENT and request you to give "final approval" via email or sign-off. It is important to make all final corrections BEFORE the files go to the printer to avoid delays and excess fees. SND is not liable for any work that is "final-approved" by client and released to printer.

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

POSSIBLE EXPENSES: Out-of-pocket expenses are 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).

EXCEPTIONS: *USPS, FedEx, UPS shipping/freight fees are not subject to markup*

LOGO RESEARCH / LEGAL: Please note that SND does NOT offer or provide logo research or registration services. An attorney is recommended for this service. SND does 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, SND 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 and may require an additional fee. Copyright ownership may be transferred for a flat fee via a "copyright transfer" contract.

PROMOTIONAL USE: SND may reproduce any design, artwork or layout in promotional materials such as self-promotion brochures, mailers, and on portfolio websites.

CLIENT WARRANTIES: Client represents and warrants that Client's supplied properties (e.g. logos, images, etc.) will not violate any law or regulation or infringe upon or violate the copyright, trademark, service mark, or confidential information of any third party, or violate any right of privacy. If any of these representations are untrue, or if any of these warranties are breached, Client agrees to indemnify and hold harmless SND, including its members, agents, representatives and employees, from all liabilities, damages, losses, claims, actions, causes of action, judgments, costs and expenses, including attorneys' fees, relating to or arising out of said representations and/or warranties.

LIMITATION OF LIABILITY/REMEDIES: Client agrees that Client's sole and exclusive remedy against SND, including its members, agents, representatives and employees, for any breach by, or liability of, SND is limited to the price paid to SND by the Client for the project. In no event shall SND, including its members, agents, representatives and employees, be liable for any incidental or consequential damages.

GOVERNING LAW: This contract shall be governed by, and construed and interpreted under, the laws of the Commonwealth of Pennsylvania, including its conflicts of laws.