

GENERAL TERMS & CONDITIONS

OF ART BY NONYE DESIGN STUDIO SERVICES:

1. CREATIVE BRIEF/CONSULTATION

The **Designer** will engage in initial phone and/or email consulting of logo/branding request after the completion of logo/branding questionnaire and payment of consultation. The **Client** will be responsible for filling out logo questionnaire. Initial rough drafts of logo concept by the **Designer** will then be delivered AFTER the questionnaire is fully completed by the **Client** and logo/branding consultation.

2. INITIAL DEPOSIT

The **Designer** will begin work upon **Client's** approval of the written agreement and after the first **non-refundable deposit** (50% of the final balance) is received. **Client** will pay the **Designer** the remaining balance of the payment at the completion of the project. The **Designer** will then release the completed files to client. The **Designer** reserves the right to refuse completion or delivery of work until past due balances are paid.

3. PAYMENT

All invoices are payable within 14 business days of receipt. A \$ 30 service charge is payable on all overdue balances for reissuing each invoice at 20, 45, and 60 days from the date of original invoice. The grant of any license or right of copyright is conditioned on receipt of full payment.

4. DEFAULT IN PAYMENT

The **Client** shall assume responsibility for cost outlays by **Designer** in all collections of unpaid fees and of legal fees necessitated by default in payment. Invoices in default will include but are not limited to fees for collection and legal costs.

5. REVISIONS/APPROVAL FORMS

The Client must assume that all additions, alterations, changes in content, layout or process changes requested, will alter the time and cost of the design project. **The Client** shall offer **The Designer** the first opportunity to make any changes. Delay in response time for approvals from **The Client** will delay the deadline for the project. **The Client must respond within a week**, after a deliverable/approval form has been sent, otherwise **The Client** will be subjected to a **\$20 late response fee** by **The Designer**. The project and contract will be **terminated by The Designer if there are no responses after two weeks from The Client**.

6. ADDITIONAL EXPENSES

The **Client** shall reimburse the **Designer** for all expenses arising from this assignment, including the payment of any sales taxes due on this assignment, and shall advance the **Designer** for payment of said expenses, including but not limited to Stock Photography, Artwork, and or material needed for the project.

7. FINAL ARTWORK/PROJECT

The **Designer** will deliver the final draft of the project to **Client** before the **final artwork/project** is delivered. **The Client** will agree to a final draft of by signing a **Deliverable Approval Form** for the final project/artwork to be delivered. Full payment must be paid by the **Client before the final project/artwork is delivered**.

8. CANCELLATION

In the event of cancellation of this assignment, ownership of all copyrights and the original artwork shall be retained by the Designer, and a cancellation fee for work completed, and expenses already incurred, **shall be paid by the Client**. Cancellation fee is based on the hours submitted, if the project is on an hourly basis or flat fee/percentage based on the time estimate for the entire job. A 100% cancellation fee is due once the project has been finished, whether delivered to the client or not. If the project is on an hourly basis and the project is canceled by the client, the client agrees to pay no less

than 100% of the hours already billed for the project at the time of cancellation plus a flat fee of \$ 50 or 50% of the remaining hours/fee that were expected to be completed on the project, whichever is greater.

9. OWNERSHIP OF LOGO DESIGN

The **Client** owns the rights and copyright of the **final logo design** of the finished logo design (not the preliminary work and unused ideas which still belongs to the **Designer**).

The **Designer** still retains usage rights as the creator of the design. The **Designer** can use the final design to showcase the in their portfolio/website and anywhere where they are marketing their designs. The **Designer** will claim to be the creator of the design. However, the **Designer** cannot resell final logo design to another individual or corporate entity.

Full rights are not offered at this time to clients. Source/master files are not given to the client (i.e PSD, AI, or any other master files from the Adobe Programs or graphic design programs.)

10. CREDIT LINES

The **Designer** and any other creators shall receive a credit line with any editorial usage. If similar credit lines are to be given with other types of usage, it must be so indicated here.

11. RELEASES

The **Client** shall indemnify the **Designer** against all claims and expenses, including attorney's fees, due to the uses for which no release was requested in writing or for uses that exceed authority granted by a release.

12. MODIFICATIONS

Modifications of the terms of this contract must be written and authorized by both parties, involving the implementation of a new version of the contract as a whole following standard procedures of documentation and approval.

13. UNIFORM COMMERCIAL CODE

The above terms incorporate Article 2 of the Uniform Commercial Code.

14. CODE OF FAIR PRACTICE

The **Client** and the **Designer** agree to comply with the provisions of the Code of Fair Practice (which is in the Ethical Standards section of chapter 1, Professional Relationships).

The **Designer** warrants and represents that, to the best of his/her knowledge, the work assigned hereunder is original and has not been previously published, or that consent to use has been obtained on an unlimited basis; that all work or portions thereof obtained through the undersigned from third parties is original or, if previously published, that consent to use has been obtained on an unlimited basis; that the **Designer** has full authority to make this agreement; and that the work prepared by the **Designer** does not contain any scandalous, libelous, or unlawful matter. This warranty does not extend to any uses that the **Client** or others may make of the **Designer's** product that may infringe on the rights of others. **Client** expressly agrees that it will hold the **Designer** harmless for all liability caused by the **Client's** use of the **Designer's** product to the extent such use infringes on the rights of others.

15. LIMITATION OF 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 intentional or negligent acts or omissions of the **Designer** or **Client**, any client representatives or employees, or a third party.

16. DISPUTE OF RESOLUTION

Any disputes in excess of maximum limit for small-claims court arising out of this Agreement shall be submitted to binding arbitration before a mutually agreed-upon arbitrator pursuant to the rules of the American Arbitration Association. The Arbitrator's award shall be final, and judgment may be entered in any court having jurisdiction thereof. The **Client** shall pay all arbitration and court cost, reasonable attorney's fees, and legal interest on any award of judgment in favor of the **Designer**. All actions, whether brought by **Client** or by **Designer** will be filed in the **Designer's** state/county of business/residence.

This contract is held accountable to the legal system of NEW JERSEY and any applicable statutes held therein.

17. ACCEPTANCE OF TERMS

The action of the sending and receipt of this agreement via an electronic method will hold both parties in acceptance of these terms. The **Designer** as sender and the **Client** as the recipient will acknowledge acceptance of these terms either through an e-mail noting acceptance or acceptance is acknowledged at the beginning of any work on said project. Electronic signatures shall be considered legal and binding.

To sign this document:

1. Go to **"Add-ons"** on the top menu.
2. Click **"Get add-ons"**
3. Look for **"Dotted: Signature Creator"**.
4. Follow instructions for the add on.
5. **Alternative Signing from Phone: Adobe Sign & Fill (Save this document as a PDF and then open in app to sign.)**
<https://apps.apple.com/us/app/adobe-fill-sign-form-filler/id950099951>
6. Then sign this deliverable below.
7. Add a comment saying **"SIGNED"** (Must do this so that I can see the notification).

Designer's Signature / Date

Client's Signature / Date