

## *Terms and Conditions*

### Agreement

As our client, you have the power and ability to enter into contract on behalf of your company or organization. You agree to provide what is needed to complete the project including text, logos, images and other information in the format requested. You agree to review our work, provide feedback and sign-off approval in a timely manner. Deadlines work two ways and we will both be bound by any dates that we set together. You also agree to the payment schedule set out in the correspondence for this project.

We have the experience and ability to perform the services you need and will carry them out in a professional and timely manner. The Firm understands and will deliver in a timely manner and will perform in accordance to the deadlines set together; however, the Firm will not be held liable in any way to the Client failing to deliver files, approvals or any other required materials by the deadline sent. Confidentiality will be maintained at all times.

### Payment

By paying the deposit, you agree to the details on scope of work as spelled out in meetings, emails, text messages and phone calls prior to this time.

### Design

We will create designs with the look and feel, layout and functionality needed for each project. This project includes two rounds of revisions prior to being sent to the printer. Once your final approval is given, you are bound to the decision and the amount will be due in full.

The firm cannot guarantee that any work sent to print will have the same vibrant colors as seen on screen. However, we know how to communicate with printers so that you receive the best product and will manage the printing of materials on an hourly rate basis unless otherwise specified.

### Photographs

You will supply us photographs/logos either in digital or printed format. If you choose to buy stock photographs, we can recommend vendors of stock photography. Any time spent searching for appropriate photographs will be billed at the hourly rate quoted in the original quote. If a photograph must be purchased for the project, the client will approve of the photo and pay the purchase price. If the Firm takes professional photographs, you will be charged a \$50 per hour rate plus \$0.55 a mile. Any additional charges will be agreed upon prior to proceeding.

### Changes and Revision

The estimate/quotation prices in the original quote are based on the number of days/hours that was estimated to accomplish the project as spelled out during our consultation. If you do want to change your mind, add extra graphics or wording, you will be charged at the specified hourly rate. We request that the changes be confirmed in writing so that all parties are in agreement as we move forward.

### Legal

If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

### The Rights

You guarantee that any elements of text, graphics, photos, designs, trademarks, or other artwork that you provide are either owned by you, your company, or you have permission to use them.

Once final payment is received, the rights are automatically assigned as follows:

The graphics and other visual elements created for you during this project will be owned by the Client. You will receive final files at the completion of the project and the rights to the domain and website will be yours to use and modify at your discretion. The Firm does not store the files so if you need the files recreated there will be charges incurred. The Firm reserves the right to display and link to your completed project as part of our portfolio and use files, photos, and links as we deem necessary in marketing and promotion.

### Payments

A deposit of 50% is due prior to commencing work. The remaining amount is due upon completion of project unless otherwise detailed in correspondence. All invoices are payable within 20 business days of receipt. A \$50 compounding service charge is payable on all overdue balances for reissuing each invoice at 30, 60, 75 and 90 days from the date of original invoice. The grant of any license or right of copyright is conditioned on receipt of full payment. Also, files will not be handed off to the client until payment is received in full. Prints and digital files will retain a watermark until payment is received in full.

### Cancellation

In the event of cancellation of this project, ownership of all copyrights and the original artwork shall be retained by *Shadow Marketing Group, LLC*, and a cancellation fee for work completed, including 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 a 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 \$150 or 50% of the remaining hours that were expected to be completed on the project, whichever is greater.

### Small Print

These terms and conditions serve as a contract and is not transferrable without written permission from all parties. This contract stays in place and need not be renewed. If for some reason one section of this contract becomes invalid or unenforceable, the remaining sections of it remain in place.

Modifications of the terms of this contract must be written and authorized by both entities, and a new version of the contract will be then issued and signed.

Although the language is simple, the intentions are serious and this contract is a legal document under exclusive jurisdiction of the courts.