

# **Rook Designs Terms and Conditions for Designer/Client Relationships**

## **Services**

The Designer agrees to provide all the services outlined in the work agreement within the criteria specified. The work agreement will also include your initial estimate, project time frame, payment plan, and fee schedule. If, however, the client changes any of the criteria during the project requiring additional services, a fee may be charged.

Additional services will include, but are not limited to, changes in the extent of work, changes in schedule, changes in the complexity of any elements of the project, and any changes made after client approval has been given for a specific stage of the project according to the agreed-upon schedule, including concept, design, composition, and production of mechanicals.

The Designer will keep the Client informed of additional services that are required and obtain the Client's approval for any services that cause the total fees to exceed those outlined in the work agreement.

## **Schedules/Overtime/Rush Work**

The Designer reserves the right to adjust the schedule and/or charge additionally in the event that the Client fails to meet the agreed-upon deadlines for delivery of information, materials, approvals, payments, and for changes and additions to the services outlined in the work agreement.

## **Client Approval**

The Client will approve and proofread all final designs and type before the production of mechanicals. The Client's approval of all tangible materials and artwork will be assumed after the work has been submitted to the client for review, unless the client indicates otherwise in writing.

## **Rights/Ownership**

All tangible materials, less Client supplied materials, in all circumstances remain the property of the Designer. All rights and ownership apply to preliminary concepts, works in progress, and finished material, whether the project is completed or canceled. The Client will be entitled to limited and specific usage rights of such materials only for the purpose of reproduction, after which all materials will be returned, unaltered, to the Designer within thirty days of use.

Upon payment of all fees and expenses, the Designer will grant all reproduction and/or usage rights, as outlined in the work agreement, for all approved final materials created by the Designer for this project.

If the Client wishes to make any additional use of the materials, the Client agrees to seek permission from the Designer and make such payments as are approved by the parties at that time. Where alterations or retakes are necessary, the Designer will be given the opportunity to make such changes at an agreed additional charge.

## **Electronic Files**

If the Client has requirements for how the project is to be prepared electronically, the Client must communicate this to the Designer before the project begins. Electronic files and software documents related to the Client's project are the property of the Designer and must not be copied, altered, or modified without the written permission of the Designer.

## **Reimbursable Expenses**

Any budget figures or estimates for reimbursable expenses or implementation charges, such as out-of-pocket expenses, typesetting, printing, fabrication, or installation, are for planning purposes only. The Designer will use his or her best efforts to work within stated budgets but will not be liable if these expenses exceed budgets. When possible, no expenses in excess of the budget will be incurred without the Client's written or initialed approval in advance.

The Client will reimburse the Designer for all out-of-pocket expenses incurred by the Designer on this project. These expenses will be listed in the work agreement and will be billed at cost plus any surcharge indicated in the fee schedule of the work agreement for account handling and supervision. Upon the Client's request at the start of the project, records for out-of-pocket expenses will be retained by the Designer and will be made available to the Client upon completion of the project.

#### **Credit**

The Designer will have the right to include a published credit line on the completed designs or any visual representation. This same credit will be included in any publication of the design by the Client.

#### **Samples**

The Client will provide the Designer with samples of each printed or manufactured design. These samples will represent the highest quality of work produced.

#### **Payment Schedule**

Upon approval of this document, the Client will make all payment installments, as scheduled and outlined in the payment plan portion of the work agreement. The Client will pay interest on all overdue amounts not exceeding the maximum amount allowed by law.

#### **Third-Party Contracts**

The Designer may contract with other individuals or companies acting on behalf of the Client to provide additional services such as writing, photography, illustration, printing, and fabrication. The Client agrees to be bound by any terms and conditions, including required credits and usage rights, with respect to reproduction of the materials that may be imposed on the Designer by these third parties.

#### **Cancellation**

In the event of cancellation of this assignment, a cancellation fee will be paid by the Client and will include full payment for all work completed, expenses incurred, and hours expended. The cancellation fee will be based on the prices outlined in the fee schedule of the work agreement. Any initial payments that have been received will be credited against any amounts due.

#### **Miscellaneous**

This document and the future work agreement represent the entire agreement between the Client and the Designer and may be changed or modified only in writing and with the approval of both parties.

The Client and the Designer represent that they have full power and authority to enter into this agreement and that it is binding upon the Client and Designer and enforceable in accordance with its terms.

This Agreement will be governed by the law of the state in which the Designer's principal place of business is located.