

# CONTRACT

## PROJECT OUTLINE

See attached page(s) for complete project order, estimate, deadlines and details.

## ORDER INFORMATION

First Payment: Approx. 30% of total project cost. No work commences until first payment is received.

Second Payment: Approx. 30% of total project cost due upon approval of first draft(s).

Final Payment: Approx. 60% USD due within fifteen (15) days of project completion. Final work files are given to Client upon receipt of full payment.

**NOTE:** SOL Design will not pay for any additional services rendered such as from a broker, printer, mail services, etc. These invoices will be paid by Client. Additional services might require pre-payment by Client.

## OWNERSHIP OF ARTWORK

Until full payment has been made, SOL Design retains ownership of all original artwork or parts contained therein, whether preliminary or final. Upon full payment, the Client shall obtain ownership of the final artwork to use and distribute as they see fit. SOL Design retains the right to use the completed project and any preliminary designs for the purpose of design competitions, future publications on design, educational purposes, marketing materials, and portfolio. Where applicable, the Client will be given any necessary credit for usage of the project elements.

## PRODUCTION SCHEDULE/DELIVERY OF PROJECT

The Client will assume any third-party delivery, shipping or insurance costs related to the project. Any Client-requested alterations or deviation from the Project Outline specifications involving extra costs will be executed only upon written, faxed, or electronic approval with the Client. SOL Design, the designer, and/or contracted agent shall not incur any liability or penalty for delays in the completion of the project due to actions or negligence of Client, unusual transportation delays, unforeseen illness, or external forces beyond the control of SOL Design. If such event(s) occur, it shall entitle SOL Design to extend the completion/delivery date, by the time equivalent to the period of such delay.

## THIRD PARTY SHIPPING

In the event any material necessary for the production of the project must be shipped or uploaded to a third party for additional processing, typesetting, photographic work, color separation, press work, or binding, mailing, the designer will incur no liability for losses incurred in transit, or due to the delay of the shipper of the third party.

## CLAIMS PERIOD

Claims for defects, damages, and/or shortages must be made by the Client in writing within a period of fifteen (15) days after delivery of all or any part of the order. Failure to make such claim within the stated period shall constitute irrevocable acceptance and an admission that they fully comply with terms, conditions, and specifications.

## PROOFING OF FINAL PROJECT

The designer shall make every effort to ensure the final product is free of any grammatical and spelling errors, before giving the final product to the Client. It is agreed that it is the Client's responsibility to ensure that there are no spelling, grammatical or content errors contained in the final product. It is agreed that the designer is not responsible or held liable for any errors contained in the final product after the final product has been committed to print or posted in view of the public.

## CANCELLATION

In the event of cancellation of the project, ownership of all copyrights and the original artwork and disks shall be returned and retained by SOL Design (and Tracy Schmidt), and a fee for work completed, based on the contract price and expenses already incurred, shall be paid by the Client.

## CONFIDENTIALITY

All correspondence and documents provided will be treated as confidential between the Client, SOL Design and contracted agent/agency, unless consent has been granted by all parties involved.

## ACCEPTANCE OF AGREEMENT

The above prices, specifications and conditions are hereby accepted. SOL Design is authorized to execute the project as outlined in this agreement. Payment will be made as proposed above. This agreement is not valid until signed Client and returned to the designer, and terminates upon completion of project and final payment is made.

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_



WEBSITE & GRAPHIC  
DESIGN SERVICES  
CONTRACTED THROUGH:



**Tracy Schmidt**

– *Employee of the Year*

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