

# Digital Reverence Design Contract

586-563-6920



**Client:**

**Project:**

**Date:**

**Designer:** Cynthia Michaels (digitalreverence@gmail.com)

This agreement (the “Agreement”) is made on “Date” by and between the “Client” and the “Designer.” In consideration of the mutual agreement made herein, both parties agree as follows:

**Work:** The Designer agrees to produce project materials (the “Work”) at the request of the client for fees agreed upon in advance and delivery of the Work by an agreed-upon deadline. Designer agrees that she will be the sole author of the Work, which will be original work and free of plagiarism. Designer will cooperate with Client in editing and otherwise reviewing the Work prior to completion and launch.

**Compensation:** Client agrees to pay Designer 50% of the total project cost before any services are provided, and the remaining 50% is to be paid before any workable files are delivered. If the parameters of the Work change, or if it involves more time than estimated, Designer will inform Client and they can renegotiate the Work’s cost. Designer is responsible for the payment of all federal, state, and/or local taxes with respect to the services she performs for the client as an independent contractor. The Client will not treat Designer as an employee for any purpose.

All invoices are payable within 21 business days of receipt. A \$50 service charge is payable on all overdue balances for reissuing each invoice at 45, 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.

**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.

**Estimates:** The fees and expenses shown are minimum estimates only unless an hourly fee has been agreed upon. That fee will be Hourly Fee per hour and the designer shall keep the client apprised of a tally of hours within a reasonable period of time. Final fees and expenses shall be shown when invoice is rendered. The fees and expenses shown are minimum estimates only unless the quote and/or invoice is

clearly marked **Firm Quote**, otherwise the below stated hourly fee will be payable on all time over that which was quoted with a minimum in 30 minute increments.

**Changes:** The Client must assume that all additions, alterations, changes in content, layout or process changes requested by the customer, will alter the time and cost. The Client shall offer the Designer the first opportunity to make any changes.

**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.

**Cancellation:** Both parties understand that Client or Designer may terminate the service at any time if, for any reason, the relationship is deemed unsatisfactory by either party. Upon written or verbal cancellation, Client is responsible for payment for all expenses incurred and any work done towards the completion of the project based on the percentage of the project completed that is determined by Designer. Should Client cancel the project following its completion, Client is responsible for full payment as per the agreed upon estimate. In the event of cancellation, Designer retains ownership of all copyrights and original work created.

**Ownership and return of artwork:** The Designer retains ownership of all original artwork, whether preliminary or final, and the Client shall return such artwork within 30 days of use unless indicated otherwise below. If transfer of ownership of all rights is desired, the rates may be increased. If the Client wishes the ownership of the rights to a specific design or concept, these may be purchased at any time for a recalculation of the hourly rate on the time billed or the entire project cost.

**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.

**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.

**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.

**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 form 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.

**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.

**Dispute 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 State Name and any applicable statutes held therein.

**Confidentiality:** Designer acknowledges that she may receive or have access to information which relates to the Client's past, present, or future products, vendor lists, creative works, marketing strategies, pending projects/proposals, and other proprietary information. Designer agrees to protect the confidentiality of the Client's proprietary information and all physical forms thereof, whether disclosed to Designer before this Agreement is signed or afterward. Unless strict confidentiality is requested by Client in advance of the establishment of this contract, Designer can display materials and final work created for Client on the Designer's website (<http://cmmichaels23.wixsite.com/seveniastudios>).

**Client Approval:** Upon acceptance of the Work, Client accepts responsibility for any further processes in which this work is used (e.g. film outpost, printing, etc.) Designer is not responsible for errors occurring in this work or projects related to this work after acceptance of the Work by the Client.

**Acceptance of Terms:** Client promises to pay for the services rendered by Designer for the Work as agreed upon. By signing below, Client agrees they have read, understood, and are considered legally bonded to these terms.

**Acceptance of terms by email only:** The action of the sending and receipt of this agreement via electronic method will hold both parties in acceptance of these terms. The Designer as sender and the client as 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.

**Client signature & date:**

**Designer signature & date:**