

JD Smith Design Terms of Engagement

1. Payment

50% deposit invoices, where applicable, are due prior to the commencement of work. Balance invoices are due on completion of the project and supply of final artwork. The grant of any license or right of copyright is conditioned on receipt of full payment.

2. 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.

3. Estimates

Estimates are provided based on the initial brief between Client and Designer. Changes to the brief may result in additional fees. Clients will be notified prior to continuation of work.

4. Changes

The Client must assume that all additions, alterations, changes in content, layout or process changes requested by the Client after the artwork has been signed off are subject to additional design fees.

5. Expenses

The Client shall reimburse the Designer for all expenses arising from 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.

6. Stock Photography

The Client agrees to abide by the licensing terms for all stock images used in their design, as per the terms of conditions laid out by the individual stock image provider. All images are bought on a standard license unless otherwise agreed and the Client will be notified of which libraries images have been sourced from. The Client agrees to cover all expenses incurred should they not adhere to the licensing agreement of images used. The most commonly used image library terms are listed below:

<http://www.shutterstock.com/license>

<http://www.istockphoto.com/legal/license-agreement>

<http://www.dreamstime.com/about-stock-image-licenses>

7. 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 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.

7. Ownership and return of artwork

The Designer retains ownership of all original artwork, whether preliminary or final, until the final balance payment is made, whereupon the Client and Designer share copyright.

8. 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.

9. 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.

10. Modifications

Modifications of these Terms must be written and authorized by both parties, involving the implementation of new Terms of Engagement as a whole following standard procedures of documentation and approval.

11. 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).

12. Code of fair practice

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; 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 (for stock photography see 6). 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.

13. 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.

14. Acceptance of terms

The action of receipt of this agreement and subsequent commission of work via electronic method will hold both parties in acceptance of these terms.