

## **TERMS AND CONDITIONS – Blue Dot Designer**

**The following terms have been tailored to protect both the client and myself during a working relationship. They are current as of March 1, 2018.**

### **1. QUOTES**

All Quotes are provided free of charge and are valid for 30 days from the date of issue. Quotes that are not accepted within 30 days may be subject to amendment. All quotes are priced in US Dollars. Additional work which is outside the original scope and not provided for in the original quote is charged at an additional rate of \$50 per hour.

### **2. PROJECT COMMENCEMENT AND DEADLINES**

The project will commence once the client has accepted the quote in writing. Deadlines must be agreed upon in writing prior to project commencement and I will make every effort possible to adhere to them. However, I can not be held accountable if deadlines are not met due to the client not providing assets or sign-off on drafts in reasonable time when requested.

### **3. CLIENT SIGN OFF**

The client is required to sign off on each stage of the project before work on the next stage commences. For example, colors and style must be signed off before work commences on design, storyboards must be signed off before work commences on the animation, etc. Any changes after work is signed off will be deemed a change of scope and charged above the original quote accordingly.

### **4. SUPPLIED IMAGES**

I can not use images that violate copyright or are low resolution/quality. Client supplied images must be sourced from reputable stock photography libraries, or the client must be the copyright holder or have written permission from the copyright holder to use the image/s for commercial purposes.

### **5. INVOICING AND PAYMENT**

An invoice will be issued to the client for all work completed. All invoices are payable within 14 calendar days of date of issue, unless otherwise agreed. Payment is required in full prior to releasing rights to use and reproduce images and video.

I can accept payments via the PayPal system.

If, after the project has commenced, subsequent invoices are not paid within 30 days, a 5 percent “delayed payment” fee will be charged. This initial 5 percent figure will be added upon each recurring 30 day period until the full amount has been received by the designer. The client is responsible for all debt collection fees, legal fees and court fees that may be incurred as a result of the client’s failure to pay invoices within 30 calendar days of date of issue.

### **6. RIGHTS AND OWNERSHIP**

All services provided by the designer shall be for the exclusive use of the client other than for my portfolio use. Upon payment of all fees, the following reproduction rights for all approved final designs created by the designer for this project shall be granted:

The animation or illustration project file(s) will be copyrighted to the designer. Any design, illustration, written or audio elements provided by the client will remain copyrighted to the client.

The final exported videos or illustrations will be jointly copyrighted between the designer and the client.

Any music or sound will remain copyrighted to the respective creators. A license will be granted for use.

Unless agreed prior to the project commencement and a fee two (2) times the total project fee is paid, no working files (such as Adobe Illustrator, After Effects and Photoshop files) will be released or supplied. They will be securely backed up and stored to be retrieved at a later date if another contract is entered into with the client. The working files will not be used with any other client.

The designer will notify and request permission from the client before displaying the completed project artwork and uphold any non-disclosure agreements with the client.

## 7. COMMUNICATION

I can be reached by phone, SMS or email from Monday to Friday between 8.30am and 5pm CST.

## 8. WORKING HOURS

I work between 8.30am and 5pm CST, Monday to Friday. Any work requested outside these times or on public holidays will incur a RUSH after hours rate of \$150 per hour, unless otherwise agreed.

## 9. CANCELLATION

If, after project commencement, client communication (face-to-face, phone, or email) stops for a period of 90 days, I can cancel the project in writing, and ownership of all copyrights shall be retained by me. A cancellation fee for work completed shall be paid by the client, with the fee based on the stage of project completion. The fee will not exceed 100% of the total project cost.

If, after project commencement, the client cancels the project in writing, a fee for work completed to that date will be paid by the client.

## 10. CONFIDENTIALITY

The client shall inform me in writing before the project commences if any portion of any material or information provided by the client or any portion of the project is confidential.

## 11. INDEMNITY

The client agrees to indemnify and hold harmless the designer from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, but only to the extent caused by, arising out of, the work supplied by the designer.