



January 2009

TERMS & CONDITIONS FOR DESIGN DEVELOPMENT

All prices are estimates and ranges to be used for budgetary purposes only and final cost will reflect actual time spent developing designs and/or making changes/edits to either a website project or a print project. Charges reflect design time only and do not include print production costs.

Final cost may be less or greater than estimate provided, and a more accurate assessment may be evident after site map is developed, copy is received or developed, etc. Image costs will be included within the final invoice.

Should project extend beyond the estimated time or include non-design oriented tasks, charges will be accrued at Imagewerks' then currently hourly rate. This agreement is an at-will relationship and may be terminated at any time by Imagewerks or the client. Should the project be started and not completed for any reason, the client will be responsible for payment of any design time accrued by Imagewerks, less deposit.

Imagewerks reserves the right to charge for travel time and/or time for client meetings. Initial one-hour meetings are complimentary but if time is exceeded, Imagewerks reserves the right to add extra time for consulting services as part of the final invoice.

Content for websites or print material is assumed to be client-supplied. Recommendation for copy writing may be supplied upon request and/or in some cases, copy may be provided or edited by Imagewerks.

If required, server-side programming for forms, database management or e-commerce sites may be outsourced at rates determined by that sub-contractor.

Imagewerks reserves the right to maintain all original art and native files as intellectual property. Client *may* be entitled to some native files if agreed upon by Imagewerks for a negotiated price, after the project is complete and payment has been received. Client will receive logo files for their usage and only when logo files are released, may the client be entitled to rights of usage. These rights are not assigned or transferred, so any logo and/or identity systems art remains the intellectual property of Imagewerks Design.

Print Production

Print production costs may be supplied as separate quotation after stock, ink type and quantities are determined. Production files will be prepared for a client-supplied printer or a printer selected by Imagewerks. Imagewerks may require payment in full for design time before releasing files for print production whether or not the printer is selected by Imagewerks or by the client. In either case, all artwork must be signed off and approved by client before the production phase starts.

If client is using a printer selected by Imagewerks, the printer may require a credit application to be completed by the client and some or all portions of the production costs paid in advance or what is specified by that printer. If Imagewerks is managing the print production, Imagewerks may require that the client sign off on proofs supplied by the printer before the job is on press. Imagewerks bears no responsibility for client satisfaction with regard to printing or stock selection.