



## TERMS AND CONDITIONS

In consideration of the mutual agreement between "Client" CLIENT and "Designer" WYNN YAU made herein, both parties agree as follows:

### Deliverables

Designer agrees to produce project materials (the "Deliverables") at the request of the client for fees agreed upon in advance and delivery of the Deliverables by an agreed-upon deadline. Deliverables include high resolution image files, workable design files, assets used, and colour/greyscale versions if applicable. Designer agrees that she will be the sole author of the Deliverables, which will be original work and free of plagiarism. Designer will cooperate with Client in editing and reviewing the Deliverables prior to completion.

### Compensation

Client agrees to pay Designer a **50% non-refundable deposit** of the estimated total project cost before any services are provided, and the remaining 50% is to be paid before any workable files are delivered. The terms include **three (3) revisions** upon delivery of **three (3) concept drafts**. Additional changes will be billed at Designer's hourly rate. If the parameters of the Deliverables change, or if it involves more time than estimated, Designer will inform Client and they can renegotiate the Deliverables' cost. Client is responsible for costs of any creative assets used, including stock images. Designer is responsible for the payment of all federal, state, and/or local taxes with respect to the services she performs for Client as an independent contractor. Client will not treat Designer as an employee for any purpose. Upon receiving the invoice, all designs are final and Client agrees to provide the **full payment within 30 days** unless otherwise noted. If payment is not made in full by the deadline, there will be a late fee of 1% per day. Designer reserves the right to withhold delivery and transfer of ownership of any current work if invoices are not paid in full.

### Urgent Projects

For projects that require completion within 5 days, a fee will be charged at 10% of the estimated total project cost.

### Confidentiality

Designer acknowledges that she may receive access to information which relates to Client's past, present or future products, vendor lists, creative works, marketing strategies, pending projects and proposals, and other proprietary information. Designer agrees to protect the confidentiality of Client's proprietary information and all physical forms thereof, whether disclosed to Designer before this Agreement is signed or afterward.

### Accreditation/Promotions

All displays or publications of the Deliverables shall bear accreditation and/or copyright notice in Designer's name in the form, size and location as incorporated by Designer in the Deliverables, or as otherwise directed by Designer. Designer retains the right to reproduce, publish and display the Deliverables in Designer's portfolios and websites, and in galleries, design periodicals and other media or exhibits for the purposes of recognition of creative excellence or professional advancement, and to be credited with authorship of the Deliverables in connection with such uses. Either party, subject to the other's reasonable approval, may describe its role in relation to the Project and, if applicable, the services provided to the other party on its website and in other promotional materials, and, if not expressly objected to, include a link to the other party's website.

**Client Responsibilities**

Client agrees to perform the following in a reasonable and timely manner:

- (a) coordination of any decision-making with parties other than Designer;
- (b) provision of Client content in a form suitable for reproduction or incorporation into the Deliverables without further preparation, unless otherwise expressed;
- (c) final proofreading and in the event that Client has approved the Deliverables but errors, including but not limited to, typographic errors or misspellings, remain in the finished product, Client will incur the cost of correcting such errors; and
- (d) ensuring that all information and claims comprising Client content are accurate, legal and conform to applicable standards in Client's industry.

**Client Approval**

Upon acceptance of the Deliverables, 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 Deliverables by Client.

**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 Deliverables 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 plus all expenses incurred. In the event of cancellation, Designer retains ownership of all copyrights and original work created.



**wynn yau**

Designer & Lettering Artist