

## Anne Mitchelson Design – Terms & Conditions

Anne Mitchelson Design endeavors to operate with the highest level of integrity in a fair and reasonable manner at all times. However, it is important to have certain contractual aspects agreed upon in order to protect both parties. By undertaking a design project with Anne Mitchelson Design, you are agreeing to the following terms and conditions.

### Terms of Business

**Payment Terms:** Net 30 days. Payment may be made by cash, check, or money order. Payable to: Anne Mitchelson Design, 10613 Redmond Road, Austin, TX, 78739. All invoices are billed and payable in US dollars.

**Advance Deposit:** An advance deposit is required on all design jobs, to be paid before the project commences. The deposit required will be equal to 50% of the total project price (30% for projects over \$1000).

**Project Billing:** Projects >\$1000 are subject to billing in 3 phases, with the initial payment due in advance of work commencement.

Phase 1: Creative Strategy – First Payment due in advance of work commencement.

Phase 2: Creative Design – Second payment due upon approval of a design concept.

Phase 3: Implementation – Final payment due upon completion of the project.

**Past Due Accounts:** 1.5% per month finance charge will be applied to all amounts unpaid by the due date. Accounts over 60 days past due may be subject to collection actions. Debtor will pay all costs of collection including reasonable attorneys' fees, unpaid balance and all finance charges.

**Tax:** 8.25% Sales tax is billed in addition to all quotations. Exemptions for non-profit or out-of-state clients will be provided upon receipt of proof of eligibility.

**Delivery:** A timeline for every project will be established to ensure prompt delivery. Any project changes that may affect delivery timing will be communicated.

**Quotes:** A quote is a cost estimate based on the agreed upon parameters of the project. If the parameters change after the quote has been approved, then a revised quote will be provided and must be approved before proceeding. Quotes do not include the following items that may be added to your invoice as applicable: sales tax, courier service, postage, shipping, and long-distance telephone calls.

**Cancellation:** A project may be cancelled prior to completion, however the client will be liable for all work completed and expenses incurred up to the point of cancellation. Cancellation request must be made in writing, with 7 days advance notice.

**Delays/Abandoned Projects:** In the event of an unapproved project delay or non-communication by the client in excess of 30 days, the Client will be invoiced for and agrees to pay for all work completed and expenses incurred up to that point. The rights for any incomplete work will remain the property of Anne Mitchelson Design. Anne Mitchelson Design will cease any further development of the project, and will have no further obligation to the Client

### Terms of Agreement

**Relationship:** The parties, being Anne Mitchelson Design, hereinafter referred to as the "Designer" and the customer, hereinafter referred to as the "Client", intend that an independent contractor relationship will be created by this contract, and that no partnership, joint venture or employee/employer relationship is intended or implied.

**Termination:** Either party may terminate the agreement via written notification. The Designer reserves the right to cease all activities immediately without liability, should The Client go into liquidation or bankruptcy, or if The Client fails to meet any obligation in accordance with the initial agreement or any amendments to the agreement, or if The Client fails to provide accurate information for the project. If the agreement is terminated by either party, the client agrees to pay for all work completed and expenses incurred up to the point of termination.

**Assignment and Delegation:**

The Designer may assign or transfer our rights and responsibilities under this contract to another party.

The Designer may also subcontract the performance of any of our responsibilities under this contract to another party.

The Client may not assign or transfer any of its rights or responsibilities under this contract to anyone else without prior written consent by the Designer.

**Liabilities:**

The Client agrees that the Designer will not be liable for any indirect or consequential damages, including but not limited to, loss of profits for any claim made to The Client by any other party, even if the Designer may have been notified of such claims. The Client is responsible for having back-up of all files and/or databases from prior projects.

The Designer shall not be liable to The Client for any loss or damage directly or indirectly arising out of, or in connection with, any delay in the delivery of the goods or from failure to perform the obligations under this agreement where such

delay is caused directly or indirectly by an act of God, armed conflict, labor dispute, civil commotion, intervention of a government, inability to obtain labor, materials or manufacturing facilities, server errors, server accidents, interruptions of, or delay in transportation or any other cause beyond our control.

The Client agrees to defend, indemnify and hold Us harmless from and against any and all claims, losses, liabilities and expenses (including attorneys' fees) related to or arising out of the services provided by the Designer to The Client under this agreement, including without limitation claims made by third parties (including The Client's customers) related to any false advertising claims, liability claims for products or services sold by The Client, claims for patent, copyright or trademark infringement, claims due to disruption or malfunction of services provided hereunder, or for any content submitted by The Client for publication by the Designer.

Due to the public nature of the Internet, all material submitted by The Client for publication will be considered publicly accessible. The Designer does not screen in advance customer material submitted for publication and/or transfer. The Designer's publication and/or transfer of material submitted by The Client does not create any express or implied approval by the Designer of such material, nor does it indicate that such material complies with the terms of this agreement.

## Terms of Copyright and Material Usage

**Design Rights:** The final design as developed for the Client becomes property of the Client, having unlimited and royalty-free use of the design upon payment of all fees. The Designer retains the right to display the artwork in their portfolio and advertising materials. Unless the client requests otherwise, the Designer also retains the right to display a byline claiming design credit on all works it produces.

Any concepts displayed to the Client but not selected by the Client remain the full property of the Designer. Clients can purchase the additional designs upon request.

Should either party terminate the agreement before project completion, the rights to any designs and/or materials created before the point of termination will remain with the Designer.

**Client materials:** All materials, both text and images, supplied by The Client and used in the construction of The Client's web site will remain The Client's property. All such material will be assumed to be the property of The Client and free to use by the Designer without fear of breach of copyright laws.

**3<sup>rd</sup> party materials:** Materials provided by 3rd parties (e.g., typefaces, website plug-ins) may be subject to other copyright limitations and remain the property of their respective owners.

**Web re-application:** The parties acknowledge that the Designer may undertake jobs from other clients to develop Web Solutions with the same or similar functionality to The Client's Web Solution. The Designer may replicate all techniques, structures, designs and individual modules of program code used in the creation of The Client's Web Solution.

## Privacy Policy

Anne Mitchelson Design is committed to protecting your privacy. Any information you provide is used solely for the purpose of providing you with the services you request at the time the information is given.

Anne Mitchelson Design agrees not to share, rent, sell or release this information to any individual, entity or third party, for any reason, without the specific written consent of the Subscriber; with exception as required by Law, Regulation or Governing Authority.