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## POLICIES / CONTRACT

### **HOURS OF OPERATION:**

**9 A.M. - 5 P.M. MONDAY THRU FRIDAY**

### **LABOR FEES:**

Labor fees (design, art direction, production, photography, client services, etc.) are billed at \$50/hr. **There is an 25% extra charge for rush work (AT HANCEY DESIGN'S DISCRETION - depending on current workload), and a 50% extra charge for rush work resulting in weekend work.**

The initial **half hour** consultation is free - any additional time or necessary meetings will be billed hourly.

Materials costs (RC/film/neg output, scanning, project specific materials, etc.) will be billed at the time of invoice. The client shall reimburse Hancey Design for all expenses arising from this assignment, including any shipping or insurance costs.

Written project estimates will be given upon request, and are valid for 90 dates from the date of estimate. Project may be re-estimated if, upon receipt of all project elements, the designer determines the scope of the project has been altered dramatically from the originally agreed upon concept. Printing fees will be estimated separately and payment arrangements made between client and printer.

**New clients are required to make a \$50 deposit before any design work begins.**

### **PAYMENT SCHEDULE:**

**All invoices shall be paid within thirty (30) days of receipt.** Claims for defects, damages, or shortages must be made by the client in writing within a period of fifteen (15) days after delivery of all or any part of the order. Failure to make such claim within the stated period shall constitute irrevocable acceptance and an admission that they fully comply with terms, conditions, and specifications.

**Finance charge of 1.5% per month (18% annually) on all overdue balances.**

### **PREPARATORY MATERIALS:**

Preparatory work performed at the client's request, such as sketches, drawings, composition, disks, plates, presswork, and materials will be charged at current rates and may not be used without the consent of Hancey Design. Artwork, type, negatives, positives, plates, disks, and other items when supplied shall remain Hancey Design's exclusive property unless otherwise agreed in writing.

**Hancey Design does not provide writing services for ads, brochures, web sites or any other design job. It is the clients responsibility to provide all written material.**

### **PROOFS:**

Proofs are generally supplied in digital format (pdf or jpg), via email. Printed proofs can be supplied upon request. Once a final design has been approved, a proof form will be supplied with the proof and must be signed by the client. If revised proofs are desired, request must be made when proofs are returned. A reasonable variation in color between color proofs and the completed job shall constitute acceptable delivery. Hancey Design cannot be held responsible for errors under either or both of the following conditions: if the customer has failed to return proofs with indication of changes or if the customer has instructed Hancey Design to proceed without submission of proofs.

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**PROOFING OF FINAL PROJECT:**

The designer shall make every effort to ensure the final product is free of any grammatical and spelling errors, before giving the final product to the client. It is agreed that it is the client's responsibility to ensure that there are no spelling or grammatical errors contained in the final product. It is agreed that the designer is not responsible or held liable for any errors contained in the final product after the final product has been committed to print or posted in view of the public.

**COMPLETION/DELIVERY OF PROJECT:**

Any alteration or deviation from the above specifications involving extra costs will be executed only upon approval with the client. Any delay in the completion of the project due to actions or negligence of client, unusual transportation delays, unforeseen illness, or external forces beyond the control of the designer, shall entitle the designer to extend the completion/delivery date, upon notifying the client, by the time equivalent to the period of such delay.

**REPRODUCTION/COPYRIGHT OF WORK:**

The client assumes full reproduction rights upon payment for completed project. The designer retains personal rights to use the completed project and any preliminary designs for the purpose of design competitions, future publications on design, educational purposes and the marketing of the designer's business. Where applicable the client will be given any necessary credit for usage of the project elements.

**REJECTION/CANCELLATION OF PROJECT:**

The client shall not unreasonably withhold acceptance of, or payment for, the project. If, prior to completion of the project, the client observes any nonconformance with the design plan, the designer must be promptly notified, allowing for necessary corrections. Rejection of the completed project or cancellation during its execution will result in forfeiture of deposit and the possible billing for all additional labor or expenses to date. All elements of the project must then be returned to the designer. Any usage by the client of those design elements will result in appropriate legal action. Client shall bear all costs, expenses, and reasonable attorney's fees in any action brought to recover payment under this contract or in which Hancey Design may become a party by reason of this contract.

**ACCEPTANCE OF AGREEMENT**

The above prices, specifications and conditions are hereby accepted. The designer is authorized to execute the project as outlined in this agreement. Payment will be made as proposed above. This agreement is not valid until signed client and returned to the designer.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

