



TERMS AND CONDITIONS

DESIGN:

General working agreement between VEI CREATIVE, herein referred to as the DESIGNER, and business or individual, herein referred to as the CLIENT, identified in said agreement. The CLIENT listed in said agreement is subject to the following terms and conditions:

1. PROJECT.

The project that is the subject of this agreement shall consist of:

Render project:

2. SERVICES.

The DESIGNER shall provide the basic services specified below.

2.1 The DESIGNER shall provide basic services for the project consisting of consultation, research, design, checking quality of implementation, and coordination of the project and its execution. The DESIGNER shall prepare and present materials to the CLIENT that demonstrate or describe the DESIGNER'S intentions and shall prepare various materials, such as artwork, drawings, and specification, to enable the design to be implemented. Any supplemental services provided outside the scope of the project parameters shall be billed to the CLIENT as reimbursable expenses. These will be agreed upon and put in writing prior to the commencement of work.

2.2 The DESIGNER'S services under this agreement do not include implementation such as printing of the project design. The CLIENT and DESIGNER agree that any such implementation is to be provided by others, and the DESIGNER'S services with respect to such implementation shall be restricted to providing specifications, coordination, and quality-checking. Unless otherwise specified in this agreement, the DESIGNER shall have no responsibility to the providers of such implementation, and charges therefore shall be billed directly to the CLIENT.

3. COMPENSATION.

The CLIENT shall pay the DESIGNER for the services described in this design contract as follows:

3.1 Upon signing this agreement, the CLIENT will be required to pay the DESIGNER 50% of project cost prior to commencement of work. Subsequent balance due is payable upon final art approval. We reserve the right to refuse completion or delivery of work until past due balance is paid in full.

3.2 An estimated fee not to exceed a specified amount is based upon the time estimated to complete the services specified in this agreement during normal working hours. Any revisions or additions to the services described in this agreement shall be billed hourly as additional services not included in any fixed fee or estimated fee specified above. The DESIGNER'S standard hourly rate currently in effect is \$65.

Such additional services shall include but are not limited to, changes in the extent of work, changes in the complexity of any elements of the project, and any changes made after approval has been give for a specific stage of design, documentation, or preparation of artwork.

The DESIGNER shall keep the CLIENT informed of additional services that are required and shall request the CLIENT'S approval for any additional services which cause the total fees, exclusive of any surcharge or rush work, to exceed the estimated fees set forth.

3.3 The CLIENT shall pay a surcharge for any services requiring work to be performed outside of normal working hours by reason of unusual deadlines or as a consequence of the CLIENT not meeting scheduled times for delivery of information, materials, or approvals.

3.4 The CLIENT shall reimburse the DESIGNER for all out-of-pocket expenses incurred by the DESIGNER with respect to the project including, but not limited to, expenditures for: implementation, photostats, photoprints, photography, film and processing, digital proofs, local deliveries, out of town travel, and shipping. The DESIGNER shall use his best efforts to work within stated budgets but shall not be held liable if such expenses exceed stated budgets.

4. CLIENT'S OBLIGATIONS.

4.1 The CLIENT may choose to appoint a sole representative with full authority to provide or obtain any necessary information and approvals that may be required by the DESIGNER. The CLIENT'S representative shall be responsible for coordination of briefing, review, and the decision making process with respect to persons and parties other than the DESIGNER and its subcontractors. If, after the CLIENT'S representative has approved a design, the CLIENT or any other authorized person requires changes that require additional services from the DESIGNER, the CLIENT shall pay all fees and expenses arising from such changes as additional services.

4.2 The CLIENT shall provide accurate and complete information and materials to the DESIGNER in a reasonable amount of time and shall be responsible for the accuracy and completeness of all information and materials so provided. The CLIENT guarantees that all materials supplied to the DESIGNER are owned by the CLIENT or that the CLIENT has all necessary rights in such materials to permit the DESIGNER to use them for the project.

The CLIENT shall indemnify, defend, and hold the DESIGNER harmless from and against any claim, suit, damages and expenses, including attorney's fees, arising from or out of any claim by any party that its rights have been or are being violated or infringed upon with respect to any materials provided by the CLIENT.

All copy provided by the CLIENT shall be in the form suitable for typesetting. Where photographs, illustrations, or other visual materials are provide by the CLIENT, they shall be of professional quality and in a form suitable for reproduction without further preparation or alteration. The CLIENT shall pay all fees and expenses arising from its provision of materials that do not meet such standards. The DESIGNER shall return all materials provided by the CLIENT within 30 days after completion of the project and payment of amounts due. The CLIENT shall provide the following materials and services for the project:

4.3 The DESIGNER shall take reasonable precautions to safeguard original or other materials provided by the CLIENT. The DESIGNER shall, however, not be liable for any damages to, or loss of any material provided by the CLIENT, including artwork, photographs, or manuscripts, other than or on account of willful neglect or gross negligence of the DESIGNER.

4.4 The CLIENT shall proofread and approve all final type before the production of artwork. The signature of the CLIENT'S representative shall be conclusive as to the approval of all artwork drawings and other items prior to their release for printing or other implementation.

4.5 The CLIENT specifically grants to the DESIGNER the right to act on the CLIENT'S behalf to give instructions to any person or entity involved in the project, such as photographers, writers, and printers.

5. RIGHTS AND OWNERSHIP.

Once a project is paid in full by the CLIENT and delivered by us, the DESIGNER will assign reproduction rights of the design for use(s) described in the agreement.

5.1 All services provided by the DESIGNER under this agreement shall be for the exclusive use of the CLIENT other than for the promotional use of the DESIGNER. According to the Copyright Law of 1976, the rights to all design work and artwork is retained by the DESIGNER, or purchased from a third party on your behalf, remain with the individual designer. Unless a purchase of "all rights" (a buyout) is negotiated with the DESIGNER, you may not use or reproduce the design or the images therein for a purpose other than the one(s) originally stipulated. Upon payment of all fees and expenses, the following reproduction rights for all approved final designs created by the DESIGNER for this project shall be granted:

If you wish to use the design we have created and/or the images within it for another purpose or project, including a reprint, you must contact us to arrange the transfer of rights and any additional fees before proceeding.

5.2 All drawings, artwork, specifications, and other visual presentation materials remain the property of the DESIGNER. The CLIENT shall be entitled to temporary possession of such materials only for the purpose of reproduction after which all materials shall be returned, unaltered, to the DESIGNER.

All preliminary concepts and visual presentations produced by the DESIGNER remain the property of the DESIGNER and may not be used by the CLIENT without the written permission of the DESIGNER.

The DESIGNER shall retain all artwork, drawings, and specifications, for which reproduction rights have been granted for a specified period from the date of the signing of this agreement. Upon expiration of this period, all such materials may be destroyed unless the CLIENT has requested, in writing, that they be retained and agrees to pay reasonable storage charges. The CLIENT shall have reasonable access to all such material for the purpose of review. The specified time for the DESIGNER to retain such materials shall be:

5.3 The DESIGNER may contract with others to provide creative services such as writing, photography, and illustration. The CLIENT agrees to be bound by any terms and conditions, including required credits, with respect to reproduction of such material as may be imposed on the DESIGNER by such third parties.

The DESIGNER will endeavor to obtain for the CLIENT the same reproduction rights with respect to materials resulting from such services as the DESIGNER is providing the CLIENT under this agreement.

6. MISCELLANEOUS.

6.1 The DESIGNER'S services shall be performed in accordance with the AIGA Code of Ethics and Professional Conduct for Graphic Designers.

6.2 The DESIGNER shall have the right to include a credit line on the completed designs or any visual representation including, but not limited to drawings, models, or photographs and this same credit shall be included in any publication of the design by the CLIENT. The CLIENT shall not, without written approval, use the DESIGNER'S name for promotional or any other purposes with respect to these designs. The DESIGNER'S credit line shall read as follows:

6.3 The CLIENT shall provide the DESIGNER with samples of each printed or manufactured design. Such samples shall be representative of the highest quality of work produced. The DESIGNER may use such copies and samples for publication, exhibition, or other promotional purposes.

The number of samples to be provided to the DESIGNER shall be:

The DESIGNER shall have the right to photograph all completed designs or installations and shall have the right to use such photographs for publication, exhibition, or other promotional purposes.

6.4 The CLIENT shall inform the DESIGNER in writing if any portion of any material or information provided by the CLIENT or if any portion of the project is confidential.

6.5 The CLIENT shall pay any sales, use, or other transfer taxes that may be applicable to the services provided under this agreement, including any tax that may be assessed on audit of the DESIGNER'S tax returns.

6.6 The validity and enforceability of this agreement will be interpreted in accordance with the laws of the State of South Carolina.

6.7 Neither the CLIENT or the DESIGNER may assign or transfer their interest in this agreement without the written consent of the other.

6.8 Either party may terminate this agreement upon giving written notice to the other as specified below. Upon termination of this agreement by the CLIENT or by the DESIGNER for cause, the DESIGNER may retain any initial payment and the CLIENT shall pay the DESIGNER for all hours expended on the project, up to the date of termination, at the DESIGNER'S standard rates together with all other amounts due hereunder. Any initial payment that has been received shall be credited against any such amounts due. All indemnities shall continue even after any such termination.

The amount of written notice to be given by either party shall be thirty days.

6.9 Either party may request that any dispute arising out of this agreement shall be submitted to binding arbitration before a mutually agreed upon arbitrator pursuant to the rules of the American Arbitration Association. The arbitrator's award shall be final and judgment may be entered upon it in any court having jurisdiction thereof.

6.10 This agreement represents the entire agreement between the CLIENT and the DESIGNER and may be changed or modified only in writing.

6.11 The CLIENT represents that it has full power and authority to enter into this agreement and that it is binding upon the CLIENT enforceable in accordance with these terms.

The DESIGNER represents that it has full power and authority to enter into this agreement and that it is binding upon the DESIGNER and enforceable in accordance with its terms.

6.12 Neither the CLIENT or DESIGNER shall incur any liability, penalty or additional cost due to delays caused by a state of war, riot, civil disorder, fire, labor trouble or strike, accidents, energy failure, equipment break down, delays in shipment by suppliers or carriers, action of government or civil authority, and acts of God or other causes beyond the control of the CLIENT or the DESIGNER.

7. TIME SCHEDULE.

The DESIGNER and CLIENT agree that the work shall be completed according to the following schedule:

The DESIGNER reserves the right to adjust the schedule in the event that the CLIENT fails to meet agreed deadlines for submission of materials or granting approvals and to allow for changes in the scope or complexity of services from those contemplated by this agreement.

8. CONTINUATIONS AND OTHER CONDITIONS.

WEBSITE:

The web site is owned and operated by VEI CREATIVE and all information herein belongs to VEI CREATIVE or to their respective owners and is protected by intellectual property rights and laws and may not otherwise be used, copied, distributed or transferred without the expression permission of VEI CREATIVE. Nothing contained on this website should be construed as granting by implication or otherwise any license or right to use such materials. This excludes the downloading, copying and/or printing of pages of the website for personal, non-commercial use.

The VEI CREATIVE website and the materials herein are for informational purposes only and are subject to change or withdrawal without notice. VEI CREATIVE assumes no responsibility for the accuracy or completeness of materials provided and may not be held liable for damages which may arise out of or is in any way connected with the use of this website whether direct, indirect, special, incidental, or consequential.

The VEI CREATIVE website may contain hyperlinks to other websites in order to provide further serviceability to our clients. However, VEI CREATIVE is not responsible for and does not endorse the content or use of these websites and the user irrevocably waives all claims against VEI CREATIVE with respect to such websites.

We reserve the right to update or amend these Terms and Conditions at any time and your continued use of our services following any changes shall be deemed to be your acceptance of such changes.