

Divine FX

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Suite 1199

Columbus, GA 31907

P: 706-570-9237

Email: webmaster@divinefx.org

Website: <http://www.divinefx.org>

To: Client

From: Divine FX

Subject: Design Agreement

Date:

**This agreement is entered into by and between Diadra Swinson/ Divine FX and:
The above named agree to retain the services of Divine FX for:**

Design Estimate:

Payment of Fees. Fees are due and payable on the following schedule: **50% deposit, 50% upon completion.** Payment in full is due before final website is uploaded, files are provided or printed materials are shipped out. Checks/money orders made payable to Diadra Swinson.

Project described as:

Divine FX will provide: Discussions and consultations of ideas, layouts, color treatments. Confirmation of layout approvals must be made by email. Further additions beyond this will be billed at the hourly rate of \$75/ hr.

All fonts, stock images or technical services purchased by the designer for the client will be billed at cost plus 30%. All freight, handling charges, and sales tax are to be paid by the client.

Estimates: ESTIMATES ARE GOOD FOR 30 DAYS

Property Rights. The elements of design work for the project remain the designer's property whether or not the project is executed. If client chooses to terminate the website at any time in the future, Divine FX reserves the right to retain the rights for usage.

Approval of Final Artwork. The Client shall proofread and approve all final type before the production of artwork. Final proof will include artwork, size, shipping address and quantity if needed. The email verification 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, fabrication, or installation. Divine FX does not offer proofreading, editing or copywriting.

***NO refunds or reprints are given after a final approved design has gone to print.**

Rights. Other than for the promotional use of the Designer, all services provided by the Designer shall be for the exclusive use of the Clients said purposes ONLY. Designs may not be used for other promotional items, website or printed materials without permission. Upon payment of all fees and expenses, reproduction rights for all approved final designs created by the Designer for this project shall be outlined in the original estimate. For further usage, price will be based on a case by case basis.

Ownership. All drawings, artwork, specifications, and other visual presentation materials remain the property of the Designer to show in printed or online portfolios for the length of the lifetime of the artist. 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. Final artwork and concepts may not be given to other artists to alter, reproduce or post online in any way without express permission of Divine FX Design.

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, usually lifetime of client, 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 materials for the purpose of review. The specified time for the Designer to retain such materials shall be two years.

Credit. The Designer shall have the right to include a credit line with live link to Divine FX Design website on any website developed by Divine FX Design at the very bottom of each page or 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.

Liability of Designer. 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 damage 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. Although Divine FX may recommend that the client utilize the services of various trades people, Divine FX shall have no liability for payment to these trades people, nor shall Divine FX have liability as a result of any services or product or materials by said trades people

Payment of Fees. Fees are due and payable on the following schedule: 50% deposit, 50% upon completion. Payment in full is due before final website is uploaded, files are provided or printed materials are shipped out.

Termination. Either party may terminate this Agreement upon giving written notice to the other as specified below. Upon termination 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.

Refunds. Once a project has been designed in full according to the agreed upon project, no refunds are given after design has been approved. If more than the agreed upon number of layouts is provided along with revisions no deposit is refunded. If print color is poor, your order will be reprinted for you at no cost. Refunds for shipping and printing are not given.

Maintenance. After completion of a website project, maintenance is billed at an hourly rate of \$75 and billed at the first of each month. Small text or link changes are provided free for the first 3 months. Links. If showing your website or materials in our online portfolio, we will provide a link to your site or email if you like.

REUSAGE OF MATERIALS:

Permission for clients to use logo or other promotional materials for further projects is usually fine but requires a written request to do so and either a sample of the item or a photo of the item that the logo was used for (T-shirts, makeup bags, lotion labels, pens, mouse pads outdoor signs, etc) This helps us show in our portfolio how with our design a branded concept of your business has been created and how a simple logo can be used for a lot of great promotional items.

Notes:

- This estimate does not include marketing, animation, photography.
- This estimate does not include printing costs or shipping.
- We recommend you look over our Frequently Asked Questions page and let us know if you are unclear about any of them. <http://www.divinefx.org/faq.html>.

Sign and Date: _____
Divine FX (webmaster or DFX representative)
Sign and Date: _____
Client/Company Name