

Contract

Services	
Photography	<input type="checkbox"/>
Graphic Design	<input type="checkbox"/>
Web design	<input checked="" type="checkbox"/>
Webhosting	<input type="checkbox"/>

Project	Logo design
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Client	XXX
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Deadline	Not discussed
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Description of Work

Fees

The client (XXX) agrees to pay the above quoted prices to Midline Design in up to three installments. Midline Design reserves the right not to deliver printed matter/put data up on the World Wide Web for general use until the fees are paid in full.

If you prefer you may print out this contract and return it to
Midline Design, 2330 Grant Street, Bellingham, WA 98225

By replying to the email to which this contract is attached the client is
indicating his/her agreement to be bound by the terms laid out
in both pages of the contract.

Phil Rose _____



For Midline Design

Date XXXX

Contract valid for thirty days from date shown

SMALL PRINT

Undertaking

Midline Design undertakes to complete the work detailed on page one of this contract providing that the client supplies all necessary information /copy/images etc as required by Midline Design in order to complete the project.

Start-up payment

Midline Design will agree with the client a required start-up payment (usually 1/3 of the projected total fees) which must be paid before work begins.

Payment policy

Upon completion of work a final invoice will be delivered. Midline Design request settlement of this invoice within fourteen days. If payment is not received within this time a 5% late fee will be applied. Each month following this date another 5% will be added until the invoice is settled.

Excess fees

If the client approaches Midline Design with extra work or changes to work already done such as a change of mind about design or additions of further information, all excess work over and above that agreed on page one shall be charged at the same rate as was charged for the original work.

Client input

At certain times during the project input will be required from the client in order for Midline Design to continue with the work. This may be in the form of copy for a website, images, feedback on drafts etc. In this case Midline Design will email the client a request for such information. If there is no response Midline Design will email a second time a week later. If there is still no response 80% of the full fees agreed on page one (1) shall fall due irrespective of the stage the work has reached one month after the date of the second request by Midline Design and rights to the use of that work and ideas/concepts developed by Midline Design shall remain the property of Midline Design and

any use by the former client of same shall be deemed a breach of contract and render the former client liable to prosecution.

Going to Print

If Midline Design has been contracted to take the job to print then Midline Design will be responsible for ensuring that the work is optimized in line with the requirements of the elected printing firm. If the client elects to take the job to print themselves Midline Design will deliver the piece optimized to the best of our abilities. The client should be aware that different printers have different requirements and if the client requires that Midline Design liaise with the printer prior to delivery of the final piece that would need to be agreed before the design process begins. Any such liaison before or after the design process will be 'on the clock'. Clients should also be aware that printers may be using different design applications that Midline Design and that therefore it may not be possible for printers to make adjustments to source files after proof production and thus Midline Design would need to make those corrections 'on the clock'. If in doubt please ask for details. Midline Design has good relations with several local printers and can probably get you as good a deal as anyone else (or perhaps better) on your printing requirements.

Copyright

It is the responsibility of the client to ensure that all images and text given to Midline Design for inclusion in any work produced by Midline Design is either copyright free or that they have obtained the permission of the copyright holder for use within the project Midline Design is working on. Under no circumstances will Midline Design accept responsibility for copyright infringement on items given to Midline Design by a client for inclusion. Midline Design will not ask the client in

each instance whether items are copyright free or available for use but rather will assume that, in accordance with this signed contract, the client has already ensured this to be the case. Midline Design will ensure that any text or images that they source from parties other than through the client and include in work done for the client is either copyright free or that they have obtained the permission of the copyright holder for use within the project.

Costs

Many projects incur costs other than the fees due to Midline Design. Midline Design will do their best to make the client aware of roughly what those costs will be but often it is not possible to accurately predict third party costs before work on a project is under way. It is the responsibility of the client to make themselves aware of what costs will be incurred. The discovery by the client that the cost of production is higher than anticipated shall not be a reason for the cancellation of a contract once signed. 60% of all fees shall be due on any job canceled due to excessive costs and restrictions on the use of work completed as in the 'client input' section shall come into force. Midline Design will do all it can to ensure that the client is made aware of possible technical issues that may arise during the design process however ours is not an exact science and where technical issues arise and irrespective of where any party may feel fault is attributable, work done by Midline Design on a purely technical level will be charged at half our hourly rate. This will be in addition to and separate from the fees charged by Midline Design. Please ask for further details.

Deadlines

Any deadline must be noted in the 'deadline' box on page one of this contract before signing. Midline Design will agree to meet this deadline with the following

exceptions for which Midline Design accepts no responsibility. Where the client is slow in providing information/copy etc requested by Midline Design at which point Midline Design will inform the client by email or letter that the deadline is no longer going to be met. Where delay is due to a third party such as a printer. If such delays occur Midline Design will do all within their power to speed up the process and get the work to the client by the deadline but any overrun in terms of time by third parties shall ultimately be a dispute between the client and that third party and should be settled between them and separately from Midline Design. Fees for rush jobs will reflect the time frame required of Midline Design and has already been included in the fees shown on page one of this contract.

Shipping

Any items which must be shipped will be sent by USPS insured mail and the client will be responsible for the cost which will be added to the costs section of the bill. Midline Design will no longer be responsible for any items lost once they leave our possession and any claims must be made by the client.

File Retention Policy

Upon completion of the project Midline Design will compress and store all files used within that project and they will be kept for one year from the date of completion after which they will be deleted unless otherwise arranged. Midline Design can also supply you with a CD/DVD of all files used at a cost of \$15 which will be added to your final bill. It is the client's responsibility to ensure that Midline Design is made aware of any file retention desires they may have other than Midline Design's own one year retention policy. Midline Design is not liable for accidental corruption of backup media. You are advised to make your own backup arrangements.

By signing below you are indicating your agreement to the points laid out on this page.

Signature

Date