

Scott Lindquist

Advertising Consultant - Graphic Designer - Writer

201 Parkaire Crossing, Marietta, GA 30068

Phone: 678-923-4898 - Fax: 770-257-8723 - Email: scott-lindquist@comcast.net

DESIGN SERVICES CONTRACT

Client Information:

Name & Street Address: _____

Phone: _____ Email: _____

_____ (hereafter referred to as Client) contracts the services of Scott Lindquist (hereafter referred to as Designer) to consult and produce advertising and public relations materials. Client may choose to contract these services on a flat fee, hourly basis or by monthly retainer.

Flat Rate/Hourly Rates and Initial Deposit:

Designer and Client may choose a flat per project rate or hourly rate for the project. Hourly rates for consulting and design services are \$40.00 per hour. This initial deposit of 50% of the proposed fee is to be paid at contract signing for new clients. This initial deposit will be deducted from the final payment. ***No work will commence until this initial deposit is paid.*** Designer may choose to waive initial deposit on subsequent projects, depending upon payment history.

Optional Monthly Retainer:

Client may wish to obtain services on a monthly retainer basis. The monthly retainer of \$700.00 which gives the client 20 hours per month and a savings of \$100.00 per month. Additional hours will be billed at \$40.00 per hour. This monthly retainer when initiated, shall be paid at contract signing. All subsequent monthly retainer fees shall be paid by the 7th day of each month, in advance of month's services rendered.

Project Outline:

Designer will give two proofs prior to completion of the final project.

Estimated Hours _____ Projected Cost: _____

Ownership of Artwork:

Until full payment has been made, Scott Lindquist retains ownership of all original artwork or parts contained therein, whether preliminary or final. Upon full payment, the client shall then obtain ownership of the final artwork to use and distribute as they see fit. Scott Lindquist retains the right to use the completed project and any preliminary designs for the purpose of design competitions, future publications on design, educational purposes, marketing materials, and portfolio. Where applicable the client will be given any necessary credit for usage of the project elements.

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Production Schedule and Delivery of Product:

The client will assume any shipping or insurance costs related to the project. Any alteration or deviation from the above specifications involving extra costs will be executed only upon approval with the client. The designer shall not incur any liability or penalty for delays 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. If such event(s) occur, it shall entitle the designer to extend the completion/delivery date, by the time equivalent to the period of such delay.

Third Party Shipping:

In the event any material necessary for the production of the project must be shipped to a third party for additional processing, typesetting, photographic work, color separation, press work, or binding, the designer will incur no liability for losses incurred in transit, or due to the delay of the shipper of the third party.

Claims for Defects - Damages:

Claims for defects, damages, and/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.

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.

Cancellation:

In the event of cancellation of the project or monthly retainer, ownership of all copyrights and the original artwork and disks shall be retained by Scott Lindquist until all contracted work is paid by the client. Failure to pay all design fees may culminate in legal proceedings. Client agrees to pay all legal fees and court costs.

Confidentiality:

All correspondence and documents provided will be treated as confidential between the client and the designer, unless consent has been granted by both parties involved.

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: _____
(CLIENT)

Designer: _____ Date: _____
(SCOTT LINDQUIST)