

TERMS & CONDITIONS

THIS DOCUMENT DEFINES THE TERMS AND CONDITIONS OF THE WORKING RELATIONSHIP BETWEEN SECOND CITY STATIONERY (the DESIGNER) AND YOU (the CLIENT). ALL PROJECTS OR SERVICES THAT SECOND CITY STATIONERY MAY BE CONTRACTED TO PRODUCE OR PROVIDE FOR THE CLIENT WILL BE SUBJECT TO THE FOLLOWING:

PAYMENT / ESTIMATES Client agrees to pay a \$100 nonrefundable design deposit before work will begin. Additional fees, to be calculated by the Designer, Unless otherwise specified, all balances due are payable upon final art approval and before printing. We reserve the right to refuse completion or delivery of work until past due balances are paid.

REVISIONS AND ALTERATIONS Concept revisions, extensive alterations, or a switch in design concept may result in a delayed completion date and additional fees. In the event of cancellation by the Client prior to final art approval, the non-refundable \$100 deposit will be retained. In the event of cancellation by the Client after final art approval, the Designer reserves the right to keep the full payment amount. Payment of the deposit, in addition to Client approval (electronic, handwritten, or spoken) of Estimates will constitute as an agreement between the parties.

ERRORS AND OMISSIONS It is the Client's responsibility to check proofs carefully for accuracy in all respects, ranging from spelling and punctuation to technical illustrations. Second City Stationery is not liable for errors and omissions. If errors are found after final approval is made, the cost of a reprint is the responsibility of the Client. The approval of the Client is required prior to release for printing.

REFUNDS / CANCELLATIONS Due to the customized nature of the work, Second City Stationery does not accept returns or refunds. Digital colors may vary from proof colors due to monitor resolution variances. A printed proof of the Client's design is available at a fee of \$20. We do not offer free reprints due to color discrepancies.

DELIVERY Unless agreed upon, shipping and postage will be assumed by the client. Second City Stationery is not responsible for any damages incurred during shipping and/or mailing or invitations that are not delivered. Any shipping charges will be added to your final invoice. You may also pick-up your order to avoid shipping charges.

RIGHTS OF OWNERSHIP The rights to all design and art work remain with the Designer. Unless a purchase of "All Rights" is negotiated with Second City Stationery and/or the company's authorized representative, any images or designs provided may not be used or reproduced for a purpose other than the one(s) initially stipulated. If the Client wishes to use the final art and/or images within for another purpose or project, s/he must contact the Designer to arrange for the transfer of rights and any additional fees before proceeding. The Designer reserves the right to photograph and/or distribute or publish for promotional and marketing needs any work created for the Client.

TERM AND TERMINATION The term of this agreement will continue for work in progress until terminated by either party upon written notice. Should the Client advise the Designer to cancel or terminate previously authorized work, the Designer agrees to comply with no refund of any deposits previously made.

PRODUCTION SCHEDULES Production schedules will be established and adhered to by both the client and the Designer, provided that neither 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 breakdown, delays in shipment by suppliers or carriers, action of government or civil authorities, and acts of God or other causes beyond the control of the Client or the Designer. Where production schedules are not adhered to by the client, final delivery dates will be adjusted accordingly.

ADDITIONAL PROVISIONS This agreement is our entire understanding and may not be modified in any respect except in an executed agreement.

I HAVE READ AND UNDERSTAND THE TERMS ABOVE. I HEREBY AGREE TO THE TERMS OF THIS CONTRACT.

Client Name

Phone / Email

Date