

SERVICE TERMS

WORK: The Designer agrees to produce project materials (the "Work") at the request of the client for fees agreed upon in advance and delivery of the Work by an agreed-upon deadline. The Designer will provide client with a written estimate for the proposed project. Designer agrees that he will be the sole author of the Work, which will be original work and free of plagiarism. Designer will cooperate with Client in editing and otherwise reviewing the Work prior to completion and launch.

RATES & COMPENSATION: Projects may be billed at either a flat rate outlining the scope of the services and items provided or at an hourly rate. Billable time will take into account all time spent on the clients' project including project research and development, client consultations, design work, proofing, preparing and sending files, travel time and consultation with other contractors.

Clients requiring regular design and advertising services may negotiate a monthly flat rate fee with reduced hourly fees. Additional fees will be added for stock photography and special fonts, retouching, printing, website hosting and domain registration, shipping or delivery services, and sub-contracting, other vendor costs and rush charges for projects with quick deadlines.

BILLING & PAYMENT: Client agrees to pay a non-refundable deposit equal to 50% of the estimated project cost before any services are provided, with the remaining balance due when the project is completed and prior to files being released. For projects extending more than 30 days, the Designer will bill the client monthly. If the parameters of the Work change, or if it involves more time than estimated, Designer will inform Client and they can renegotiate the Work's cost. All invoices are due and payable upon completion of the project.

Payments can be made by check to Richard Hicks Jr. Alternatively, the client may make arrangements to make deposits directly to the bank. Credit card and PayPal are accepted but additional fees will apply. Late fees may apply to balances not received within 15 days of project completion.

PROJECT CANCELLATION: Sometimes circumstances beyond the control of either party may result in the need for project cancellation. Upon written or verbal cancellation, Client is responsible for payment for all expenses incurred and any work done towards the completion of the project based on the percentage of the project completed. Should Client cancel the project following its completion, Client is responsible for full payment as per the agreed upon estimate plus all expenses incurred. In the event of cancellation, Designer retains ownership of all copyrights and original work created.

If the project is cancelled by the Designer, due to unforeseen circumstances, the full deposit will be refunded to the client in a timely manner.

SERVICE TERMS (cont.)

COPYRIGHTS AND TRADEMARKS: The client represents to Designer and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished for inclusion in the project are owned by the client, or that the client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend the Designer from any claim or suit arising from the use of such elements furnished by the client.

APPROVAL OF ARTWORK: While Designer makes every effort to avoid errors, Richard Hicks Jr. Advertising & Design accepts no responsibility for typographical errors, spelling mistakes, or incorrect information on any project committed to print or production. It is the "Client" responsibility to proof read and approve all final copy before the production of artwork. The email verification of the Client's representative shall be conclusive as to the approval of all artwork prior to their release for printing, implementation or installation. No refunds or reprints are given after a final approved design has gone to print due to oversights by "The Client's" proof reading.

Upon completion of the project and receipt of all fees, the Designer grants to the client the exclusive right to the artwork and will provide the client with final art in PDF, JPG or other digital or printed format.

CONFIDENTIALITY: Designer acknowledges that he may receive or have access to information that relates to the Client's past, present, or future products, vendor lists, creative works, marketing strategies, pending projects/proposals, and other proprietary information. Designer agrees to protect the confidentiality of the Client's proprietary information and all physical forms thereof, whether disclosed to Designer before this Agreement is signed or afterward. Unless strict confidentiality is requested by Client in advance of the establishment of this contract, Designer can display materials and final work created for Client on the Designer's website richardhicksjr.com