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## **TERMS OF SERVICE**

The following terms are outlined for the purpose of providing protection and understanding in the case a project fails to proceed with logical momentum from start to finish. If you remain responsive at all times and provide your designer/developer with the information needed to work on your project, these terms will never be referred to during the design and/or construction process. Thank you for your interest in the Brown Wing Studio, and for familiarizing yourself with these terms. These terms apply to website design, website development, and graphic design projects.

## **ESTIMATE**

At the beginning of the design process we will provide you with a detailed project proposal and estimate, which you will approve. We agree to provide the services outlined in the estimate and not exceed the listed charges by more than the stated percentage unless Lag Fees, Revision Fees, Reactivation Fees are added, additional work is requested, or Content Modification fees apply. At the issuing of the estimate a deposit will be paid based on the scale and time-line of the project. The balance is due after the project is finalized (excepting long-term hourly jobs, which are billed every two weeks after the amount of completed work exceeds the deposit). Websites will be launched (placed on your own domain) and/or high resolution files will be provided after final payment is received.

Should you wish to cancel your contract, the deposit will be returned with a \$200 non-refundable startup fee and a \$60/hr fee subtracted for work already completed. When the hours of work invested in the project at \$60/hr exceed the amount of the deposit, the deposit becomes nonrefundable and cancellation of the project may incur a bill for work not covered by the deposit. 90 days after the initiation of a project, the deposit becomes non-refundable, regardless of the number of hours invested in the project.

## **PROGRESS**

Website construction and graphic design projects are a joint undertaking between you and your designer/developer. Failure to respond to emails or phone calls and failure to provide necessary information for the production of your project may result in slow or incomplete production. We cannot be held accountable for incomplete production or missed deadlines caused by lack of communication on your side.

Additionally, should total project time exceed 90 days due to slow communication on your side we may bill for work completed and/or label the project low priority. Low priority clients may be less likely to receive quick responses to emails or design requests. Additionally, after 90 days of total project time we have the right to request completion. If you do not provide necessary information for the finalization of the project within a week, the project may be suspended (see Suspension).

## **REVISIONS**

On design projects, a certain amount of time for revisions is factored in to the estimate. However, it is important that an effort is made on both ends to keep revisions to a minimum. After one or two revisions, additional design changes may incur fees. Additionally, after you have approved a design, any subsequent revisions will be billed at our hourly rate.

## **LAG FEES**

We are dedicated to making sure your project progresses steadily from beginning to end. You are also responsible for maintaining open communication at all times while the project is in-progress (a project is no longer in-progress when the final balance is paid). Failure to respond to emails or phone calls or failure to provide us with necessary information is defined as Non-Communication. Should Non-Communication exceed one week (unless pre-arranged) you may incur a Lag Fee of \$25 for each week that follows. Should you still fail to respond or provide necessary information after three weeks, your project may be suspended.

## **SUSPENSION**

A project becomes suspended after three weeks of Non-Communication, or if we request completion (see Progress) and you do not provide all the information necessary for the completion of the project. Once a project is suspended, the deposit becomes non-refundable and we will bill for any amount of work not covered by the deposit. Should you wish to reactivate a project, a \$200 reactivation fee will apply. After six months, a project cannot be reactivated. You must apply for a new estimate and pay a new deposit. We reserve the right to decline to work for clients whose projects have been suspended in the past. Suspended clients do not have any creative rights to work completed before suspension.

## **CONTENT MODIFICATION**

Graphic design and website design projects do not include developing or editing of copy or content of any kind. We are not responsible for proof-reading text before posting it on a website or in sending printed projects to press. We are not responsible for confirming your ownership of images, videos, text, or other content. It is very important, therefore, that you send only legally owned, proof-read, finalized copy for inclusion in your project. In the event you send content to add to the project and then ask for modification of this content, a Content Modification Fee will be added to the final bill. More than one such fee may be added to a bill during the construction or design process.

## **RIGHTS**

Once the final balance is paid, we release the right to any creative control over your design or your website. We will provide you with all the digital files and information necessary for you to reproduce, modify, and otherwise extend your design or your website. You are free to use your design in any medium and on any scale, or hire another designer to modify our work, but you may not sell the source files for use as a template on projects not connected to your own company or brand. In turn, we will never use your design as a template for other projects or sell design elements of your brand to other clients.

You will not receive high-resolution or source files for any drafts or rejected designs. We reserve the right to include your project in our portfolio, enter it in contests, and otherwise retain our right to claim creative authorship of our work. We do not do "work for hire," or provide spec work in any circumstances.

we look forward to working with you!

PLEASE CONTACT US FOR MORE INFORMATION

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