



November 27, 2021

## SERVICE AGREEMENT

### CLIENT INFORMATION

Client Name:

Company Name:

Mobile:

E-mail:

### PROJECT DESCRIPTION

Design [project description]

Phase 1: Concept Development

B/W concept development, includes 2 rounds of revisions of selected concept.

Phase 2: Color Concept Development

Color concept development, includes 2 rounds of revisions of selected concept.

Phase 3: Final Delivery - [due date]

Final concept delivered to client

### PAYMENT SCHEDULE

Costs include art direction, design, layout and pre-press production.

Total Cost:                      Deposit:                      Final Payment:

1. To begin your project, we must have a **deposit of 50%** of the total balance along with this signed service agreement. The remaining balance is due **two weeks after your paid deposit or prior to final delivery** of your finished work.

2. Payments made five (5) business days after the due date will incur a 5% late fee.

\*Additional concepts/color concepts will be charged at an hourly rate of \$85.00.

### CANCELLATION FEE

Once work has begun on a project, in the event of termination, your deposit will serve as the cancellation fee. In addition, all accrued project hours will be billed at the hourly rate.

### OWNERSHIP OF ARTWORK

All services provided by Jordan Taylor Creative Consulting under this Agreement shall be for the exclusive use of the Client. Upon full payment of all fees and expenses, reproduction rights for all approved final designs created by Jordan Taylor Creative Consulting for this project shall be granted. All original artwork/files created by Jordan Taylor Creative Consulting or parts contained

therein, whether preliminary concepts or final visual presentation remains the property of the Jordan Taylor Creative Consulting and may not be used by the Client without the written permission of Jordan Taylor Creative Consulting.

Jordan Taylor Creative Consulting 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, online posting on Jordan Taylor Creative Consulting website and physical portfolio. Where applicable the client will be given any necessary credit for usage of the project elements.

### **PRODUCTION SCHEDULE/DELIVERY OF PROJECT**

The client will assume any printing, hosting, binding, 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. Jordan Taylor Creative Consulting 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 Jordan Taylor Creative Consulting. If such event(s) occur, it shall entitle Jordan Taylor Creative Consulting 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, Jordan Taylor Creative Consulting will incur no liability for losses incurred in transit, or due to the delay of the shipper of the third party.

### **CLAIMS PERIOD**

Claims for defects, damages, and/or shortages must be made by the client in writing within a period of seven (7) 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 Jordan Taylor Creative Consulting 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. Jordan Taylor Creative Consulting will provide a "Proof Approval Form" with every revision requested by the client.

In order for the job to be delivered (to client, printing press, bindery, mailhouse or "have it go live" in the world wide web), aside from agreed payment schedule, client must provide Jordan Taylor Creative Consulting a signed "Proof Approval Form" stating the project is "OK As Is" for final production/delivery.

If the client fails to provide the "Proof Approval Form" signed, Jordan Taylor Creative Consulting holds the right to stop/hold the project no matter what its previously agreed/set deadline or schedule. It is agreed that Jordan Taylor Creative Consulting is not responsible or held liable for any errors contained in the final product after the final product has been committed/approved by the client to print or posted in view of the public.

**CANCELLATION**

In the event of cancellation of the project, ownership of all copyrights and the original artwork and disks shall be returned to/and retained by Jordan Taylor Creative Consulting and a fee for work completed, based on the payment schedule/hourly rate and expenses already incurred, shall be paid by the client.

**CONFIDENTIALITY**

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

**ACCEPTANCE OF AGREEMENT**

I, the undersigned, have read the above prices, specifications and conditions, which are hereby accepted. Jordan Taylor Creative Consulting 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 and returned to Jordan Taylor Creative Consulting.

Client Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

Designer Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_