

## CLIENT

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The Toolbox

## DESIGNER

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Ashley Jhaveri // ashley@sourcecre.am

### *Primary Contact*

Andy Barrett, co-founder //  
andybarrett@bergco.com

## EXPECTATIONS OF PARTIES

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The Designer is responsible for research, concept development, art direction, and production of all projects. The Designer is also responsible for making requests and inquiries of the Client with the expectation that the Client may not respond for a maximum of five business days. If the Client makes a request or inquiry of the Designer, the Designer will respond in no more than five business days.

The Client is responsible for defining project problems, goals, and expected outcomes. The Client must communicate his vision for the project and answer any and all questions asked by the Designer as clearly and truthfully as possible. If the Designer requests copy or content, the Client will provide it to the Designer with the knowledge that it may not be added to the project for a maximum of five business days. The Client is expected to inform the Designer of any changes he wishes to see with the knowledge that the Designer may not make said changes for a maximum of five business days.

## FEES

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To be discussed further on project basis.

\$35/hr for company projects

\$30/hr for concept development and presentation materials projects

\$25/hr for small on-site assistance projects

## PAYMENT

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All invoices are payable within 21 business days of receipt. A \$50 service charge is payable on all overdue balances for reissuing each invoice at 45, 60, 75 and 90 days from the date of original invoice. The grant of any license or right of copyright is conditioned on receipt of full payment.

## DEFAULT IN PAYMENT

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The Client shall assume responsibility for cost outlays by designer in all collections of unpaid fees and of legal fees necessitated by default in payment. Invoices in default will include but are not limited to fees for collection and legal costs.

## ESTIMATES

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The fees and expenses shown are minimum estimates only. That fee will be Hourly Fee per hour and the designer shall keep the client apprised of a tally of hours within a reasonable period of time. Final fees and expenses shall be shown when invoice is rendered. The fees and expenses shown are minimum estimates only unless the quote and/or invoice is clearly marked Firm Quote, otherwise the below stated hourly fee will be payable on all time over that which was quoted with a minimum in 30 minute increments.

## CHANGES

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The Client must assume that all additions, alterations, changes in content, layout or process changes requested by the customer, will alter the time and cost unless such changes are necessary as a result of an error on the part of the Designer.

## EXPENSES

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The Client shall reimburse the Designer for all expenses arising from this assignment, including the payment of any sales taxes due on this assignment, and shall advance the Designer for payment of said expenses, including but not limited to Stock Photography, Artwork, and or material needed for the project.

## CANCELLATION

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In the event of cancellation of this assignment, ownership of all copyrights and the original artwork shall be retained by the Designer, and a cancellation fee for work completed, and expenses already incurred, shall be paid by the Client. Cancellation fee is based on the hours submitted. A 100% cancellation fee is due once the project has been finished, whether delivered to the client or not. If the project is on an hourly basis and the project is canceled by the client, the client agrees to pay no less than 100% of the hours already billed for the project at the time of cancellation.

## OWNERSHIP

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The Designer retains ownership of all original artwork, whether preliminary or final, until the Designer has received payment in full by the Client, at which time the Client may negotiate for Intellectual Property rights to all original content. The Designer must be allowed to retain copies of the work for self-promotion purposes where appropriate. Artwork should not be copied or re-purposed without the explicit permission of the Designer.

## CREDIT LINES

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The Designer and any other creators shall receive a credit line with any editorial usage. If similar credit lines are to be given with other types of usage, it must be so indicated here.

## RELEASES

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The Client shall indemnify the Designer against all claims and expenses, including attorney's fees, due to the uses for which no release was requested in writing or for uses that exceed authority granted by a release.

## MODIFICATIONS

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Modifications of the terms of this contract must be written and authorized by both parties, involving the implementation of a new version of the contract as a whole following standard procedures of documentation and approval.

## TERMS OF USE

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The Designer warrants and represents that, to the best of his/her knowledge, the work assigned hereunder is original and has not been previously published, or that consent to use has been obtained on an unlimited basis; that all work or portions thereof obtained through the undersigned form third parties is original or, if previously published, that consent to use has been obtained on an unlimited basis; that the Designer has full authority to make this agreement; and that the work prepared by the Designer does not contain any scandalous, libelous, or unlawful matter. This warranty does not extend to any uses that the Client or others may make of the Designer's product that may infringe on the rights of others. Client expressly agrees that it will hold the Designer harmless for all liability caused by the Client's use of the Designer's product to the extent such use infringes on the rights of others.

## LIMITATION OF LIABILITY

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Client agrees that it shall not hold the Designer or her agents or employees liable for any incidental or consequential damages that arise from the Designer's failure to perform any aspect of the project in a timely manner, regardless of whether such failure was caused intentional or negligent acts or omissions of the Designer or Client, any client representatives or employees, or a third party.

## DISPUTE RESOLUTION

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Any disputes in excess of maximum limit for small-claims court arising out of this Agreement shall be submitted to binding arbitration before a mutually agreed-upon arbitrator pursuant to the rules of the American Arbitration Association. The Arbitrator's award shall be final, and judgment may be entered in any court having jurisdiction thereof. The client shall pay all arbitration and court cost, reasonable attorney's fees, and legal interest on any award of judgment in favor of the Designer. All actions, whether brought by client or by designer will be filed in the designer's state/county of business/residence.

## AGREEMENT

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This contract is held accountable to the legal system of Washington and any applicable statutes held therein. By signing it, you agree to all terms and conditions as defined for the duration of all projects involving the Client and the Designer.

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*Client's Signature*

*Date*

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*Designer's Signature*

*Date*