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Terms and Conditions

This agreement (the "Agreement") is by and between _____(the "Client")and Leslie Thompson,(the "Designer"). In consideration of the mutual agreement made herein, both parties agree as follows:

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 agrees that she will be the author of the Work, and will cooperate with the Client in editing up to 4 revisions(additional revisions will cost extra) and otherwise reviewing the work prior to completion and launch. _____

Confidentiality: The designer acknowledges that she 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. The designer agrees to protect the confidentiality of the Client's proprietary information and all physical forms thereof, whether disclosed to the Designer before this Agreement is signed or afterward. Unless strict confidentiality is requested by the Client in advance of the establishment of this contract, the Designer has permission and CAN display materials and final work created for the Client on the Designer's website and social media for marketing purposes. _____

Compensation for DesignWork: The client agrees to pay the Designer 50% of the total project cost as a compensated retainer for time and effort BEFORE any services are provided, and the remaining 50% is to be paid BEFORE any workable files are delivered/printed. If the designer is unsuccessful with a design that is agreed upon by the client, the designer will cancel the remainder of the total amount. The retainer is understood as not refundable. (The retainer is acquired to compensate the designer for her time and effort). If the parameters of the work change, or if it involves more time than estimated, the Designer will inform the Client of the change and will discuss any issues and additional charges. _____

Compensation for Websites: The client will have 2 options: The client may go to their desired host site and purchase their domain and hosting package themselves, and fully

be responsible for keeping the site paid so that it remains online at all times or the client can entrust The designer to handle all actions.

Payment to secure a domain and hosting is due in full and is not refundable. Once these items are purchased they immediately become the client's property for the time that was purchased. The same applies to any additional apps etc required to enhance the site. Design fees for the site are also required. ½ down retainer of website design fees is due upfront before any work is done, this is also non-refundable. The retainer is compensating the designer for the time and materials used to create the site. Upon completion to fully launch the site with apps and graphic permissions the other half must be paid._____

Client Design Rights/ Release/ Pricing: In the event of business logos, the client will be offered the package amount for needed document formats; with full licensure/rights. This includes standard graphic files as well as vector files.

Until there is an agreed-upon design that is fully released by the designer, usage of proofs is not allowed, and sales with unreleased logos are not to be distributed or sold._____

Employment/Taxes: The designer is responsible for the payment of all federal, state, and/or local taxes with respect to the services she performs for the client as an independent contractor. The Client will not treat the Designer as an employee for any purpose.

Client Approval: Upon acceptance of mockups/proofs of the Work, the Client accepts full responsibility for any further processes or changes in which this work is used. The designer **is not responsible** for errors occurring in this work or projects related to this work after acceptance of the Work by the Client.

Apparel and Printed Goods: Once designs are approved both by the client and designer various options to print may be utilized. The designs of printed items will be shared with the client for approval via the T M Graphics showroom or proposal packet. Once the design is approved by the client, and the full balance is paid, the items will go to print. The usually allowed production time is 10 to 14 business days from the date of order, but this can be expedited via express order and rush printing for an additional shipping/ print fee. (For apparel and multiple signage orders, The client may request a sample item for an additional fee. It is understood that the client will have to wait up to 10 business days to receive the sample.) Once the design is approved and goes to print, this CAN NOT BE STOPPED. Any errors or desired changes that veer from the original agreement will result in starting over and paying for the job again. By not getting a printed sample prior to printing, you are trusting in good faith that the end product will be duplicated accurately with the available inks available, it is understood that some inks may vary slightly if different printing processes are used. _____

Third-Party Practices: If work is desired, instead of commissioning the designer on behalf of someone else, the actual client will need to be referred to the designer. The

designer sets requirements for all clients and is able to properly assess all clients and produce the desired quality results that our clients deserve; third-party negotiations will not be allowed. Once the desired design work is finished, with the client's approval, the necessary files and/or items will be sent to any mutual parties of the client, with their approval, to finish jobs that another entity may be working on with that client.

Cancellation: Both parties understand that the Client or Designer may terminate the service at any time if, for any reason, or if the relationship is deemed unsatisfactory by either party. Upon written or verbal cancellation, the 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 that is determined by the Designer. The retainer is non-refundable, and it is understood that it is required to compensate the Designer for the time incurred while creating designs for the items requested. Should the Client cancel the project following its completion, the Client is responsible for full payment as per the agreed-upon estimate plus all expenses incurred. In the event of cancellation, the Designer retains ownership of all copyrights and original work created._____

Excommunication/ Cancellation of Accounts/ Work: TM Graphics is an equal opportunity, non-biased company. We will accept jobs with everyone regardless of gender, ethnicity, religion, or orientation. TM Graphics will not condone any hateful, bigoted, antagonistic actions or remarks whether to staff or to be printed on items. Using slurs or any type of judgemental or antagonistic speech, rude behavior, vocabulary, distrustful or rude insinuations and/ or descriptions will have the client(s) account suspended immediately. Items that have been paid for will be completed and rendered to the client to fulfill the order and no new orders will be taken. Items that have not been paid for will be suspended. If a deposit for work was taken for design etc., it is non-refundable if design work has already begun. If it has not begun, depending on the booking terms and consultation fees, some or possibly all monies may be refunded. This will be at the discretion of the designer._____

Acceptance of Terms: The client promises to pay for the services rendered by Leslie Thompson for the Work as agreed upon. By paying the invoice (down payment and final payment), the Client agrees they have read, understood, and are considered bonded to these terms.

Extra Fees: Once the invoice is generated at the request of the client, payment is expected no later than 72 hours. Failure to complete payment within this time may result in late fees occurring on the 73rd hour of delinquency in the amount of \$25. If nonpayment persists you will be billed \$25 per month until the balance is paid in full. The fee covers the usage of memory and materials being held to complete your request. By establishing non-compliance, the items ordered are in stasis until complete.

Revisions After Finalization: I understand that revision requests after a previous job are finalized will cost additional fees to complete. If the time to complete is during a rushed time frame, additional costs may also be applied._____

Websites: Designs (vector graphics) used on websites are privileged and are the property of TM Graphics with limited use (unless individually purchased) to the client. No one is to attempt downloading images from the site for their personal use and permissions must be granted before any use of separate vector graphics can be duplicated. The client is expected to be responsible for all hosting fees via the platform of their choice, whether on their own or via the designer. If paid via the designer, hosting package fees **MUST** be paid prior to any web design, domain purchases, or custom vector designs being made. Monthly or quarterly payment plans can be set up for continuous maintenance of your site and dues must be paid on time (no later than 72 hours), failure to pay on time could result in late fees assessed to your account. Continued failure to pay could result in the shutdown of your website. Flyers and add-ons are separate expenses and will be invoiced accordingly. _____

Website Revisions: Upon creation of the website there will be some allowances (up to 3) for revising the site to a tailored look for the client. It is suggested that the client take their time overlooking the site **BEFORE** requesting revisions. This is because the client has a **LIMITED** revision amount to finalize the website and there must be time allotted to get the job done each time. Your request will go into a queue with other jobs each time, so please allow time for the request to process. After the 3rd revision request, a service fee will be applied. and no revisions will happen until the balance is paid. When broadcasting a website you want it to be created and add changes over time, it is not suggested to make constant changes. Usually when multiple requests for revisions are made it is due to not proofreading the site well, or clearly expressing your expectations. Please take your time at least 48 hours to review and make a detailed list ... so that TM Graphics can deliver the website that you envision! It is not our intention to charge extra fees but when repetitive requests are made extra time is used and via our policy, we must be compensated for our time, especially when editing a website is outside normal limits. If you do not make specific requests, the best design decision will be made for that request. If a change needs to be made you have ONE revision for a particular item under these circumstances. If the design was made according to the client's specifications, revision counts as one of the 3 revisions in the agreement. _____

Website Roles: When a website is created by TM Graphics, TM Graphics/ Leslie Thompson will be known as the webmaster of the account. TM Graphics will serve as the primary contact for all aspects of the website(s), handling a range of responsibilities that may include web design and development, routine site and content maintenance, and various updates to ensure sites align with the goals and objectives of the company. This is done solely for maintenance. The client may be added on as a collaborator/co-owner on the account if desired. The term co-owner/collaborator only means that you are the second person being added to the web account. It does not establish ownership. When you purchase your domain and website from TM Graphics it is yours. TM Graphics owns no rights or claims to your business by having your website on our platform. TM Graphics keeps your site on our platform **ONLY** to be able to access it for changes, and updates, and to correct any problems if they arise. _____

If for any reason, you are uncomfortable with this platform arrangement, TM Graphics can remove themselves completely from ANY role on the website once the build has been completed. Once this is done TM Graphics will have no access to your website and cannot access it freely. If you need to have maintenance, add-ons, or need a problem corrected by anyone other than yourself in the future you will need to contact Leslie Thompson/webmaster and provide account ID and Password and describe the nature of the issue. Once that info is given the account can be accessed. Please understand that it will take more time this way._____

Attorney's Fees/ Litigation: In the event of any arbitration or litigation concerning any controversy, claim, or dispute between the parties hereto, arising out of or relating to this Agreement or the breach thereof, or the interpretation thereof, the designer, if deemed the prevailing party, shall be entitled to recover from the client, if the client is deemed the losing party; reasonable expenses, attorneys' fees and costs incurred in connection therewith or in the enforcement or collection of any judgment or award rendered therein. The "prevailing party" means the party determined by the arbitrator(s) or court, as the case may be, to have most nearly prevailed, even if such party did not prevail in all matters._____

It is also understood that in any arbitration or litigation concerning any controversy, claim, or dispute between the client and designer regardless of the state that the client resides in TN Law will govern and prevail in any judgment._____

The terms and conditions have been read and understood by me, and I accept them throughout the ongoing professional relationship between myself and Leslie Thompson. All of the above terms have been read and understood by me.

Signature

Date:_____