

# Lolanness Design

## Terms and Conditions

The following terms and conditions are standard and applicable to all design contracts entered in through Lolanness Design. They are additional to the actual contract, and work with the contract to form the full binding agreement between yourself (Client) and myself (Designer).

These terms are for reference *only*, and are not valid unless or until combined with a contract.

### 1. Payment and Fees

Immediate payment is preferred; on any project that will total a cost of \$250 or less, immediate payment is required. Any project with a total cost higher than \$250 may follow a fee schedule set by the Designer of a 25% nonrefundable fee to start work and/or place you in the waiting list. A 50% of the total amount owed will be due at the start of the project, and the remainder 25% will be due upon final artwork or design approval. All payments are accepted through PayPal. E-Checks will be held until they have cleared, a process that can take up to three weeks, determined entirely upon the amount of time it takes for your banking institution to transfer funds. Please be aware that this will delay your project.

If the Client ends a project, kill fees will apply of 30% the total value of the project plus the fee of any part of the work already rendered. Defaulting on the payment schedule will cancel all work on the project and no refund will be issued. Declining any part of the package, after approving the contract, will not lower the project cost. In the case of a default on payment, the Client will assume responsibility for all collection of legal fees necessitated by default.

### 2. Questionnaire and/or Design Pack

It is very important that the Designer receive a completed questionnaire and/or design pack (the design pack is only required for website design services) before work can begin. These are essential elements which should be submitted as soon as possible. It is imperative that the Client communicate their specific needs from the outset of the project in order for the Designer to perform her job. Until receipt of the completed questionnaire and/or design pack, *no production schedule will be in effect*.

### 3. Production Schedule

Upon receipt of the completed questionnaire and/or design pack, contracts and terms, and any applicable fees, the production schedule will be in effect. This schedule is detailed in the Design Contract. If the time frame detailed in the production schedule must be rushed, a rush fee will apply. Revisions can and will delay project completion. Any projects which have not been

responded on through no fault of the designer within 30 days will be considered abandoned, and the production schedule will become void.

#### **4. Communication and Business Hours**

Lolaness Design operates business hours between 9:00 AM and 4:00 PM MST on Monday through Friday. Designer cannot be expected to respond to any communications outside these business hours. During the design process, the Designer expects to have communication with the Client via email or by phone contact; email contact is preferred.

#### **5. Revisions and Client Alterations**

*Revisions are any modification, alteration, or changes made to your logo, template, artwork or print work that will alter its original state. All artwork (logos, illustrations, and character designs) have up to five revisions. Website designs have up to three revisions.*

There shall be no charges to the Client for revisions or corrections or additions made necessary by errors on the part of Lolanness Design. All other changes requested by the Client shall be considered Client Alterations if they are requested after the acceptance of the concept design. Any changes and additions not due to the fault of Lolanness Design and requested by the Client before the approval of the concept design *are not* considered Client Alterations.

No additional payment shall be required for changes made to conform to the original project description. If changes and revisions are required beyond the number of revisions allowable by contract and beyond the original project description, a \$55 fee will apply for up to five more revisions. This is a non-negotiable fee and no revisions will be made until the fee is paid.

All revision requests must be made in writing; via email or other accepted posted form.

#### **6. Cancellation**

The Client may declare the Cancellation or Termination of the project in writing. In the event of Cancellation of this project by the Client, cancellation fees apply as follows:

- Prior to the delivery of Design Comps: Rejection fee of 10%
- After delivery of Initial Version: Termination fee of 20%
- After acceptance of the Initial Version: Termination fee of 100% of all payments made.

In the event of a project termination, the Designer retains ownership of all copyrights and any original artwork created by Lolanness Design. Usage of said artwork/concepts will result in legal action. All work created by Lolanness Design is custom work; Client fees compensate the time spent on a project, and that time cannot be refunded.

#### **7. Ownership and Licensing**

The Client acknowledges and agrees that Lolaness Design retains ownership of all original artwork, in any media, including digital files, whether preliminary or final, until all project fees are paid and copyright has been assigned to the Client. All projects rendered will be displayed in Designer's portfolio as reference. Any and all project designs, concepts, and color schemes that are not chosen by the Client remain property of the Designer. Any concepts provided by the Client remain the Client's property at all times.

Upon completion of the project and transfer of copyright to chosen items, the Client must protect all final work which is the subject of this agreement against duplication and alteration.

## **8. Support**

After the full completion of the project and payment of all applicable fees, support will be provided by the Designer for a maximum of thirty (30) days after which the Designer's current hourly rate will apply.

## **9. Code of Fair Practice**

The Client and Lolaness Design agree to comply with the provisions of the Code of Fair Practice, a copy of which may be obtained from the Joint Ethics Committee, P.O. Box 179, Grand Central Station, New York, New York 10017, or is available on the Internet at <http://www.RoosterGraphics.com/ADMIN/commission.html>.

## **10. Warranty of Originality**

Lolaness Design warrants and represents that, to the best of its knowledge, the work assigned hereunder is original and has not been previously published, or that consent to use has been obtained; that all work or portions thereof obtained through the undersigned from third parties is original or, if previously published, that consent to use has been obtained; that Lolaness Design has full authority to make this agreement; and that the work prepared by Lolaness Design 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 Lolaness Design's product which may infringe on the rights of others. CLIENT EXPRESSLY AGREES THAT IT WILL HOLD LOLANESS DESIGN HARMLESS FOR ALL LIABILITY CAUSED BY THE CLIENT'S USE OF LOLANESS DESIGN'S PRODUCT TO EXTENT SUCH USE INFRINGES ON THE RIGHTS OF OTHERS.

## **11. Legalities, Arbitration, Privacy and Confidentiality**

In the rare and extreme case that any act of abuse, harassment, leverage, libel, or threats occurs, they will not be tolerated and will be reported to the proper authorities, forwarded to the Designer's attorney, and prosecuted. Details of the transaction are kept in confidence by both parties.

Any disputes will be forwarded to the Designer's attorney and will be litigated under the laws and codes of the State of Colorado.

Lolaness Design will not sell, share or compromise Client's private information, payment details, electronic or street mailing addresses. All information transmitted to PayPal is encrypted. Information disclosure will

only be made available to law enforcement agencies in legal matters and to comply with the Patriot Act. Information WILL NOT be disclosed with any individual regarding transactions, phone calls, electronic communications, work rendered, agreements entered into, or any other matter related to the project.

The Client is also bound by this contract to not disclose with any individual regarding transactions, phone calls, electronic communications, work rendered, agreements entered into, or any other matter related to the project unless the individual is the Client's legal counsel and is being consulted.

## **12. Designer Ethics**

Lolaness Design will not render logos to promote adult websites, religious entities, political parties, hate/paramilitary organizations and sites or organizations that give destructive, dubious, offensive, or morally reprehensible information. Any manipulation by the Client of the Designer's time and resources will not be honored. This includes but is not limited to excessive mailing, weekend phone calls, and exorbitant requests. The Designer reserves the right to refuse service to any one at any time with or without cause.

## **13. Acceptance of Terms**

The signature of both parties shall evidence acceptance of these terms. However, these terms are not complete nor valid unless or until combined with a contract that will preface the Terms and Conditions.

Client Signature

Date

Designer Signature

Date

*If these terms and conditions are signed digitally, both the Client and the Designer are required to keep a printed copy of the agreement for a term of one (1) year and agree to treat these signatures as a legal form.*