



Finesilver Design Inc. – Terms and Conditions

Estimate

Fees and expenses are reasonable estimates based on the scope of work that has been discussed and agreed to by (company name) (the Client). Should the parameters or time required to complete the job increase, the fee for the program will increase and will be billed at an hourly rate of (#\$). Finesilver Design Inc. (FDI) will notify the Client verbally or in writing and submit a new written estimate in advance of the final billing for any increases in fees or expenses. The final fees and expenses will be shown when the final project invoice is rendered.

Retainer

A retainer fee of (#%) of each program element will be billed upfront and payment is required before proceeding with the work.

Cancellation

In the event that this project is cancelled, the Client will pay in full for only work already completed based on the hours and deliverables completed as per the contract price.

Payment Schedule

(#%) COD upfront. FDI reserves the right to invoice the Client monthly for all work completed at that time or to bill remaining (#%) upon completion of work. FDI will hold any licence or copyright of artwork/design work generated in this project until full payment is received. Should the Client default in payment, the Client assumes responsibility for all legal fees incurred by FDI to obtain payment from the Client.

Copyright

The copyright to any element of the artwork will be fully transferred to the Client via express written permission upon payment of the final invoice for this project.

Logo/Wordmark Design

The final identity direction will be presented for sign-off. Upon sign-off, applications begin and this will be the logo released to the Client upon final receipt of full payment to FDI.

Content

FDI is not responsible for errors in content delivered by either the Client or third party contractors hired by the Client or FDI.

Samples and Photographs

The Client shall provide the FDI with samples of each printed or manufactured design, which may be used for publication, exhibition, or other promotional purposes. Such samples shall be representative of the highest quality of work produced. FDI shall have the right to photograph all completed designs or installations and shall have the right to use such photographs for publication, exhibition, or other promotional purposes, unless otherwise specifically requested by the Client. The number of samples to be provided shall be agreed upon after discussions with the Client.



Liability of FDI

FDI shall take reasonable precautions to safeguard original or other materials provided by the Client. FDI shall, however, not be liable for any damage to, or loss of any material provided by the Client, including artwork, photographs, or manuscripts, other than or on account of willful neglect or gross negligence of FDI.

Performance Schedule

A production schedule, with a final due dates for the project will be agreed to and adhered to by all parties. Any delays in the project from missing content deliverables that are the responsibility of the Client are not the responsibility of FDI.

Agreement to Terms and Conditions

By signing the attached retainer of services, the Client accepts all terms and conditions set out here, which are binding for the remainder of the project.

(Company name goes here)

I have reviewed the estimate and terms and conditions presented (date) with regard to this project. I accept the estimated fees and payment schedule as well as all terms and conditions outlined in the estimate.

By signing this retainer, I authorize FDI to undertake the project as outlined. A payment of (#%) of the estimated program fee is due immediately upon signing this retainer.

(Company name) Date