

TERMS AND CONDITIONS

Agreement between BIG MOUTH DESIGN COMPANY and business or individual identified on this agreement.
The client/individual listed below is subject to the following terms and conditions. BIG MOUTH DESIGN COMPANY will be referred to as BMDC

GENERAL WORKING AGREEMENT – This document defines the terms and conditions of our working relationship. All projects or services that BMDC may be contracted to produce or provide for the CLIENT will be subject to the following:

WORKING/BILLING PHASES – Based on our experience with long-term design communications projects, we have found that it is mutually advantageous to handle each project in logical working/billing phases. Concept revisions, extensive alterations, or a switch in marketing objectives sometimes makes it impossible to accurately estimate in advance the total cost of a project. Planning the work, cost estimating, and billing in several phases permits BMDC or the CLIENT to adjust for such revisions/or halt work before completion if a project is postponed or cancelled. Any cancelled project is billed only through phases and/or portions of phases that were actually completed by BMDC. For each project, the CLIENT will receive a proposal/estimate outlining the project specifications and our proposed scope of services and working/billing phases. Each proposal estimate will contain a project budget, which includes estimated fees for professional services and separate itemized costs for anticipated out-of-pocket expenses. We will begin work upon the CLIENT'S approval of the written estimate. Your approval (written or oral) will constitute an agreement between us.

PAYMENT/ESTIMATES – The CLIENT agrees to pay BMDC in accordance with the terms specified in each proposal/estimate and will be required to pay 50% of the project cost before work can begin. Unless otherwise specified, all subsequent balances due are payable upon art approval. We reserve the right to refuse completion or delivery of work until past due balances are paid.
Estimate: Billing will reflect the actual costs incurred. Valid for only 30 days from date on estimate. Client requested changes will be billed additionally. The client will be notified of any price changes.

OUT-OF-POCKET EXPENSES – Fees for professional services do not include outside purchases such as, but not limited to, printing, photography, colour printouts, laminating, illustrations, separations, shipping and handling or courier service. Expenses are itemized on each invoice. If consultant or supervisory services are required in out-of-town locations, we will bill lodgings, meals, and transportation at cost. Reimbursement for mileage is calculated at current allowable rates.

REVISIONS AND ALTERATIONS – New work requested by the CLIENT and performed by

BMDC after a proposal/estimate has been approved is considered a revision or alteration. If the job changes to an extent that substantially alters the specifications described in the original estimate, we will submit a proposal revision memo to you, and a revised additional fee must be agreed to by both parties before further work proceeds. Author's alterations and other copy changes requested after layouts or mechanicals are completed are billed at standard hourly rates.

OVERTIME – Estimates are based on a reasonable time schedule, and may be revised to take into consideration your " Priority Scheduling" requests requiring overtime and weekends. Knowledge of your deadlines is essential to provide an accurate estimate. In addition, outside suppliers such as service bureaus charge a 100% to 200% markup on overtime after 5:30pm and weekends.

NATURE OF COPY – The CLIENT agrees to exercise due diligence in its direction to us regarding preparation of materials and must be able to substantiate all claims and representations. You are responsible for all trademark, service mark, copyright and patent infringement clearances. You are also responsible for arranging, prior to publication, any necessary legal clearance of materials we prepare.

ERRORS AND OMISSIONS – It is the CLIENT'S responsibility to check proofs carefully for accuracy in all respects, ranging from spelling to technical illustrations. DESIGNER is not liable for errors or omissions. Your signature or that of your authorized representative is required on all mechanicals or artwork prior to release for printing or other implementation.

TELECOMMUNICATIONS – The CLIENT shall pay for all transmissions charges. BMDC is not responsible for any errors, omissions or extra costs resulting from faults in the telephone, cable, satellite network or from incompatibility between the sending and receiving equipment.

OVER RUNS AND UNDER RUNS – The CLIENT will accept over runs or under runs that do not exceed 10% of the quantity ordered on all jobs. BMDC will bill for actual quantity delivered within this tolerance. If the CLIENT requires a guaranteed quantity, the percentage of tolerance must be stated at the time of quotation.

PLACEMENT OF ADVERTISING – BMDC do not provide a media buying / booking service.

INSPECTION OF TIME SHEETS – Upon reasonable notice, time sheets will be available to you.

PROPERTY AND SUPPLIER'S PERFORMANCE – BMDC will take all reasonable precautions to safeguard the property you entrust to us. In the absence of negligence on our part, however, we are not responsible for loss, destruction or damage or unauthorized use by others of such property. We will use our best efforts to ensure quality and timely delivery of all printed (offset, silk-screened, embossed or otherwise reproduced) pieces. Although we may use our best efforts to guard against any loss to you through the failure of our vendors, media, or others to perform in accordance with their commitments, BMDC is not responsible for failure on their part. If you select your own vendors, other than those recommended by us, you may request that we coordinate their work. If at all possible, we will attempt to do so, but we cannot in anyway be held responsible for quality, price, performance or delivery.

LIEN – All materials or property belonging to the CLIENT, as well as work performed, may be retained as security until all just claims against the CLIENT are satisfied.

RIGHTS OF OWNERSHIP – Once a project has been delivered by us and is fully paid for by CLIENT, BMDC will assign the reproduction rights of the design. In terms of any development work, we retain the rights to the HTML coding developed by us. Any work provided by photographic suppliers, rights of ownership must be agreed to

by vendor and CLIENT.

We reserve the right to photograph and/or distribute or publish for our firms promotional and marketing needs any work we create for you, including mock-ups and comprehensive presentations, as samples for our portfolio, firm news letter, brochures, slide presentations and similar media. We agree to store mechanical boards and computer disks for a period of 24 months beyond the delivery of a job. Thereupon, we reserve the right to discard them.

PRODUCTION SCHEDULES – Production schedules will be established and adhered to by both C L I E N T and BMDC, provided that neither shall incur any liability, penalty or additional cost due to delays caused by a state of war, riot, civil disorder, fire, labour trouble or strike, accidents, energy failure, equipment breakdown, delays in shipment by suppliers or carriers, action of government or civil authority, and acts of God or other causes beyond the control of the CLIENT or BMDC. Where production schedules are not adhered to by the CLIENT, final delivery date or dates will be adjusted accordingly.

ADDITIONAL PROVISIONS – This agreement is our entire understanding and may not be modified in any respect except in an executed agreement. If we must retain attorneys to collect our invoices, we will be entitled to reasonable attorney's fees, court costs, and interest at the maximum rate permitted by law.

Company / Individual:

Signature:

Date:
