



MOLLY MCCOY  
GRAPHIC DESIGN

## TERMS AND CONDITIONS

*In the following list, "I" will refer to me, Molly McCoy, and "you" will refer to you, my client. Please sign at the bottom and retain a copy of these for your records; I'll keep your signed terms on file for any future projects. If you sense a need for modification, just let me know and we can discuss.*

**PROOFS, AND APPROVAL** ~ It is your responsibility to check proofs carefully for accuracy in all respects, ranging from spelling to technical illustrations. I truly do my best to avoid errors and omissions, but you will be liable for errors or omissions as shown on your final approved proof. Special things to look out for are the simple ones, telephone numbers, addresses, names. A "final approval" confirmation (email or fax) is required before files are prepared and delivered to the printer.

**CHANGES AFTER FINAL APPROVAL** ~ Alterations or changes requested after final approval of artwork will be charged extra for the completion of the revisions and re-preparation of mechanical files for output. You are advised that these changes may cause extra printing costs as well, depending on progress made in proofing or printing with the vendor.

**REASONABLE REVISIONS** ~ This term pertains to your requested modifications. For instance, it's quite "reasonable" to select a few concepts and request different solutions or styles, it would be considered unreasonable to request revisions to more than two-three selections, or to continue to request revisions (other than minor adjustments) after the allotted round of roughs. Additional minor adjustments are often necessary to develop the best, refined solution, so these adjustments are tolerated as long as they are moving forward.

**FORWARD PROGRESSION** ~ It is necessary to maintain a forward progression within your revisions. This entails choosing carefully the first time, and not back-tracking to another choice later. After each presentation, you are asked to consider carefully and cautiously any feedback and decisions before requesting revisions. Once an option is chosen and revisions are made, choosing a different option from a previous round will likely affect budget and timing of completion.

**CANCELLATION OR DELAY** ~ Falling within the median parameters of the Graphic Artists Guild suggested policy, cancellation fees will be: 25% of the contract value if the project is cancelled after a signed contract but before first roughs, 50% after first roughs but before second roughs, 75% thereafter until final approval of artwork, 100% after final approval. If the combined documented hourly amount of completed work is higher than the percentages above, the higher value will be invoiced. All supplies and fees will also be billed upon cancellation. If we have a lapse of progress (no feedback/draft submission) for 30 days, I will submit an invoice to you for hours and supplies to date.

**PRODUCTION SCHEDULES** ~ I will establish up to two production schedules for you upon your request. They will be structured based on both of our spoken needs (ultimate deadlines, revision and feedback periods, vacations, etc.) and you can expect me to adhere to them as I will you – barring terrible things happening to either of us or in the world. When production schedule events are missed by you, the final delivery date or dates may be adjusted accordingly.

**OVERTIME AND RUSH FEES** ~ Any work that requires an additional rush or overtime as a result of your delay may be charged rush fees up to 50% for time consumed. You are advised to discuss pertinent deadlines before they arise. (I'm very flexible about timing but I need to know your status up front to avoid surprises and extra charges.)

**PAYMENT STRUCTURE** ~ Most invoices are due within 30 days of delivery. Deposits required for new clients and larger print orders. Preferred payment is cash or check. I can accept Paypal if you pay the surcharge attached to the payment. If you need a different payment schedule, please ask BEFORE we start working and we'll can figure it out. Interest on past due balances is 1.5% per month. I reserve the right to refuse completion or delivery of work until past due balances are paid.

**PROPERTY AND SUPPLIER** ~ I will take all reasonable precautions to safeguard any property you give to me. In the absence of my own negligence (freaks of nature, the negligence of others, etc.), I can't be responsible for any of these materials. It's an excellent idea to make clear to me which materials you wish to have returned and which I may keep.

**VENDORS** ~ I have a lot of really great people that I work with to get the greatest results for all of us, and I will do my best to ensure quality and timely delivery of all printed (and other) products that I purchase on your behalf. While I carefully choose my vendors for their trustworthiness, I am not responsible for failure on their part to deliver materials as agreed upon. If you select your own vendors, you may request that I coordinate their work, but I cannot in any way be held responsible for their quality, price, performance or delivery.

**SAMPLES** ~ If printing/implementation is done through your vendors, you agree to provide me with at least 10 samples of each item that we produce.

**LICENSE & COPYRIGHT** ~ Final artwork is licensed exclusively to you or your company for any promotional, nonsale purposes for five years from date of completion. These rights are nontransferable. You may not use or reproduce the design or the images therein for any purpose other than the one(s) originally stipulated. According to the Copyright Law of 1976, the rights to all design and art work (including but not limited to photography and/or illustration created by independent photographers or illustrators hired by me, or purchased from a stock agency on your behalf) remain with the individual designer, artist, photographer or illustrator (which is often me). If you wish to use the design I have created and/or the images within it for another purpose or project, including a reprint or exhibition, you should contact me to discuss the possibility of additional fees. In most cases, I'll say "go right ahead!" Sticking points are reproduction of the artwork for materials you will sell for profit and large scale reproduction of the artwork for things such as magazine ads, television, bill boards, etc.

**SELF PROMOTION** ~ I reserve the right to photograph and/or distribute or publish any work I create for you, for my own self-promotional and marketing needs including my web site, portfolio, and competition entries and their (hopeful!) subsequent publication. This includes any initial ideas that are not selected by you for completion as well as final products.

**LIABILITY** ~ You will hold me harmless for any loss or expense (including attorney fees), and agree to defend me in any actual suit, claim or action arising in any way from our working relationship. This includes, but is not limited to assertions made against you and any of your products and services arising from the publication of materials that I prepare and you approve before publication.

**TRADEMARKS & INFRINGEMENT** ~ Trademark investigation is a big task. While I would never to my knowledge infringe upon any existing trademark, name, or copyright, you are encouraged to conduct background searches in these areas when appropriate. (See above.)

**BEING NICE** ~ No matter how stressed we may be, I must insist that everyone behaves to the best of our abilities. This is almost never an issue, however any hostility or overt aggravation on your part may result in the cancellation of the project and an invoice for the hours completed. The condition applies in reverse, of course, though your chances of working me up to be mean are slim.

NAME

DATE