



Please note that the acceptance of these standard terms is required for all projects. If you have any questions, please contact Henderson Design at 612-245-1695.

**PROJECT ESTIMATES:** Specific fees and terms will be detailed in your free project estimate. To receive a project estimate, you must first submit the specifications of your job. Henderson Design makes an effort to be as accurate and complete as possible following project estimates. If it is necessary to go beyond the time allocated the client will be notified in advance as the time approaches. This happens only in the case where many changes are requested by the client. Additional time, if required, is billed hourly. Please see Pricing and Payment Terms for further information.

**THE PROCESS:** With most print projects (logos, brochures, etc.) the client is presented with 2-3 different design options. Discussion of these options will be made in order to decide the direction of the project. Based on the client's decision, the layout/related work of the project will be presented to the client for approval. Minor revisions are anticipated (1-2 rounds) at this point, but major design/content changes may be beyond the scope of the estimate. When final client approval is received, final design fees are paid to Henderson Design and printing fees are then determined. See Printing for more information.

For web design projects the process is similar: a site map will be presented along with 1-2 design options for client to review and discussion of these options and decisions will be made regarding design and content. From here, the actual web site "prototype" is developed. Upon completion of the prototype, the web site will be uploaded for client to view "live" on the web. After reviewing client requests, minor revisions to content (any other major changes to the structure or design at this stage may be beyond scope of the estimate) will be made. Final changes to the web site are completed and then the site is produced "live" on the web after final payment is accepted.

**PRINTING:** Printing fees (if required) are generally billed in 50% increments: 50% when the files are released to the printer and the final 50% plus expenses (see Standard Expenses below) upon delivery to client. Henderson Design has built relationships with local print houses but will gladly collaborate with a client favorite as long as the print houses are technologically compatible and current. The designer's time to oversee printing and to check proofs is billable if not included in estimate. If the client chooses to oversee printing themselves there is no print management fee, but Henderson Design will not be responsible for the quality of print jobs managed by another designer. Printing fees will be subject to the industry-standard mark-up to cover time and costs involved, or a flat fee will be charged.

Standard Expenses for Print Projects: 1) major revisions requested late in the design process 2) royalty fees/usage rights for photographs or illustrations (if used) 3) hiring a proofreader 4) time for designer to check proofs & time on press (if not included in

estimate) 5) printing fees 6) proofs & color outputs 7) high resolution image scanning (required for color printing) 8) disks, shipping & courier fees.

Standard Expenses for Web Projects: 1) major revisions requested late in the design process 2) royalty fees/usage rights for photographs or illustrations (if used) 3) Internet Service Provider fees (\$10-50/mth., billed to a credit card provided by client) 4) domain name registration (\$15-35 per yr.) ongoing web site maintenance (if requested by client). Hosting service is available.

**PRICING & PAYMENT TERMS:** Projects are billed hourly or by-the-project, depending on the scope of the work. Flat-rate projects are billed in 50% increments with the exception of certain projects. Fees are non-refundable.

**PAYMENTS:** Are due within 15-30 days of invoiced date. If not paid by date a 9.9% monthly service charge will be added to total bill until payment is paid in full.

**APPROVALS:** Work in progress not yet approved by client beyond 30 days will be billed.

**PROOFREADING:** Henderson Design is not a professional proofreader. While every effort will be made to ensure accuracy, it is recommended that the client hire the services of a professional proofreader BEFORE the job goes to print. Henderson Design can gladly recommend one at a nominal rate (\$75 hr). Web sites can be easily updated so proofreading is not as critical as printing projects.

**PROOF APPROVALS:** The CLIENT will be ultimately responsible for final approval of all proofs through a "sign off". It is important to make all final corrections BEFORE the files go to the printer to avoid delays and excess fees. Henderson Design will not be liable for any work approved by the client and released to the printer.

**LOGO RESEARCH / LEGAL:** Please note that Henderson Design does NOT offer or provide logo research or registration services. An attorney is recommended for this complex service. We do not assume responsibility or any liability in the event that a name, slogan or design conflicts in any way with an existing name, slogan or design. If this situation arises, we will provide adequate time at our expense to alter the logo in such a way that it no longer conflicts. This may be done up to 6 months from completion of the original logo. It is highly advisable that clients research and register their COMPANY NAME with the US Patent & Trademark Office, by themselves, or through a trademark attorney, and with their state / province, before proceeding with design services. The name should be thoroughly researched to ensure there are no similar or exact names existing in the same industry. This is not legal advice but a recommendation to ensure efficiency.

**COPYRIGHT OWNERSHIP:** Under U.S. Copyright law, the designer is the owner of all files and artwork created for the client, and client shall be the owner of the end product (i.e. a printed brochure). Release of electronic files to the client is at the discretion of Henderson Design. Copyright ownership may be transferred for a flat fee via a "copyright transfer" contract.

**CLIENT WARRANTIES:** Client warrants that their supplied properties (i.e. logos, images, etc.) will not knowingly violate any law or regulations or infringe upon or violate the copyright, trademark, or other proprietary right(s) or confidential information of any third party, or violate any right of privacy. If any of these representations are untrue, or this warranty is breached, the client agrees to hold Brian Henderson and Henderson Design, as well as any of its' officers, directors, employees and agents, from any and all liability, damages, losses, claims, actions, judgments, and costs, including attorney's fees, arising as a result of any infringement upon the rights of a third party.

**LIABILITY LIMIT:** Henderson Design's liability for any job shall be limited to design fees paid. Henderson Design cannot be held liable for any consequential or special damages such as profit losses.

**PROJECT TERMINATION:** If at any time client chooses not to complete their project, then Henderson Design shall be compensated for all work to date.

**PROMOTIONAL USE:** Henderson Design may reproduce any design, artwork or layout in promotional materials such as brochures, mailers, and on this web site. If you do NOT want your project(s) to appear in the studio's promotional materials, please send a written request to Henderson Design.

**CLIENT SATISFACTION:** It is a top priority that clients' expectations are not only met but exceeded. Henderson Design appreciates and welcomes repeat and referral business. Clients have felt comfortable referring friends, colleagues, and peers. Henderson Design is committed to making your business advertising successful!

Client agrees to the terms in full

Please sign below:

Signature: \_\_\_\_\_

Company: \_\_\_\_\_



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