



# TERMS OF SERVICE

The following Terms of Service have been crafted to protect both the client and designer during a working relationship. If a client should require special terms, an amended version may be created and agreed upon by both parties.

## **RIGHTS:**

All services provided by Aaron Robertson shall be for the exclusive use of the client other than for Aaron Robertson's promotional use. Once all fees for work are paid, the full reproduction rights for all approved final designs will be with the client.

## **OWNERSHIP:**

The client shall be entitled to full ownership of all final artwork created during the project upon full payment of the agreed fee. Any preliminary art or versions not accepted as final artwork shall remain property of Aaron Robertson. Should the Client terminate the project, the rights to all artwork finished or not will remain with Aaron Robertson.

## **THIRD PARTY CONTRACTS:**

Aaron Robertson may contract with other creative professionals to provide services such as web development, copywriting, photography, illustration. Any third party terms and conditions will include full reproduction rights for the client. Where such contracting adds to the project cost, the client will first be asked for permission to proceed. No project will commence on the assumption that third parties might be required for project completion. Such details will be finalized prior to project commencement, unless requested by the client at a later date.

## **Communication:**

Aaron Robertson can be reached by email Monday - Friday between 9am and 5pm PST as well as by telephone on Fridays between 9am and 5pm PST. Skype, Slack and Google hangouts are also accepted forms of communication to be established after initial contact is made.

## **CANCELLATION:**

If after project commencement client communication (face-to-face, telephone, or email) stops for a period of 90 days, the project can be cancelled, in writing by Aaron Robertson, and ownership of all copyrights shall be retained by Aaron Robertson. A cancellation fee of 25 percent of the full project scope shall be paid by the client.

## **PROJECT SCOPE ADDITIONS:**

In the event that the client wishes to add work to the current project that is outside the current statement of work, they may do so by completing a Statement of Work Amendment. After the amendment has been completed and price has been quoted by Aaron Robertson, the client may choose to move forward and add the work to the current project or wait and start the work as a separate project.

## **DISCOVERY & CREATIVE BRIEFS:**

I require all of my clients to complete a questionnaire depending on the project. This is a vital step in communicating your vision. If a questionnaire is issued, work on the project will not start until questionnaire is completed and returned.

## **DEPOSITS:**

On Projects priced \$500 or more, a 50% deposit is required prior to start the project. The project will be scheduled once the deposit is received. The remaining 50% is payable to Aaron Robertson upon completion of the project, and before original artwork is supplied to the client. After the deposit has been made, an additional questionnaire or Creative Brief may need to be completed before the project begins.

## **SMALL PROJECTS:**

On smaller projects priced under \$500, the full amount is due at the start of the project. Should the project be terminated for any reason, the termination fee of 25 percent of the project will be collected and the remainder will be refunded.

## **LATE PAYMENTS:**

If, after the project has commenced, subsequent invoices are not paid within 30 days, a 5 percent “Late Payment” fee will be charged. This initial 5 percent figure will be added upon each recurring 30 day period until the full amount has been received by Aaron Robertson.

## **MISCELLANEOUS:**

Samples: The client shall provide Aaron Robertson with samples of print design that result from the project deliverables. Such samples shall be representative of the highest quality of work produced. Aaron Robertson may use such copies and samples for publication, exhibition, or other promotional purposes.

Aaron Robertson 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.

## **CONFIDENTIALITY:**

The client shall inform Aaron Robertson in writing before the project commences if any portion of any material or information provided by the client or if any portion of the project is confidential.

## **INDEMNITY:**

The client agrees to indemnify and hold harmless Aaron Robertson from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, but only to the extent caused by, arising out of, the work supplied by Aaron Robertson.

## **CONSENSUS:**

A document containing the above terms and conditions will be supplied via email along with the first invoice. Acceptance should be stated in an email reply.

## **ARTWORK APPROVAL, ERRORS AND OMISSIONS:**

Aaron Robertson will take all reasonable care to check proofs carefully for accuracy in all respects, ranging from spelling to technical illustrations. However, it is considered the responsibility of The Client to check all artwork carefully before final sign off and publishing. As a result, Aaron Robertson is not liable for loss, expense or damage caused by any act or omission.

## **VARIATION IN TERMS:**

These terms can only be varied, amended or altered by written agreement between Aaron Robertson and The Client.