

TERMS & CONDITIONS

GENERAL WORKING AGREEMENT – This document defines the terms and conditions for our working relationship between SHEKINAH ARTS – CREATIVE SERVICES (“we” “our” “ours” “us”) and CLIENT identified below (“you” “your” “yours”). All projects or services that SHEKINAH ARTS – CREATIVE SERVICES may be contracted to produce or provide for CLIENT (identified below) will be subject to the following:

BILLING: YOU will receive a free consultation and initial estimate (not including unforeseen and/or out-of-pocket expenses). A down payment of 50% of the estimate of total billable expenses is due within 5 business days following the initial consultation. Work will not begin on the project until the initial down payment is made. Remaining total billable expenses will be due following final art approval. Final payments are due within 5 business days after final art approval. Transmittal of all deliverables, including but not limited to all source files, images, tangible media, will be made within a reasonable time period following our receipt of final payment. (Reasonable time allows for ordering, printing and shipping tangible materials). Design services (desktop publishing services) are subject to Texas sales tax, unless you are a non-profit organization.

Unless otherwise specified, all subsequent balances are due are payable upon art approval. Interest on past due balances is 18% per annum or 1.5% per month. We reserve the right to refuse completion or delivery of work until past due balances are paid.

OUT-OF-POCKET EXPENSES: Fees for professional services do not include outside purchases such as, but not limited to, printing, photography, color print-outs, laminating, illustrations, stock material, shipping and handling or courier service. Expenses are itemized on each invoice. Expenses are subject to Texas sales tax, unless you are a non-profit organization. If services are require us to travel out-of-town for consultation or other, we will be lodgings, meals, and transportation at cost. Reimbursement for mileage is calculated at the current allowable rates.

REVISIONS: Revisions are modifications or improvements to the design keeping with the original concept. If the job changes to an extent that substantially alters the specifications described in the original proposal, these changes are considered client’s alterations (defined below).

BRANDING-In the case of branding, we will design three to five different preliminary versions from which you may choose. Upon receipt of feedback, modifications to the design of your choice will be made. This is the first revision. Following the first revision, a second revision may be made if desired. The final revision shall be made for changes for color but not for design. A total of two design revisions and one color revision is included in your initial estimate. Turn around is generally 5 business days, however more time may be required if client feedback is delayed. Further revisions will incur additional charges at the rate of \$25/hour with a minimum of \$25.

GRAPHIC & WEB DESIGN- Following consultation, you will receive a preliminary design. Thereafter, there will be one revision and feedback followed by an optional second revision. Further revisions will incur additional charges at the rate of \$25/hour with a minimum of \$25.

CLIENT’S ALTERATION: There shall be no charges to the CLIENT for revisions or alterations or additions made necessary by errors on the part of SHEKINAH ARTS – CREATIVE SERVICES. Any other changes you request shall be consider client’s alterations if they are requested after acceptance of the final revision. Any changes and additions not due to the fault of error on our part and requested by the CLIENT that substantially alters the specifications described in the original proposal are considered a client alteration. The CLIENT shall be responsible for making additional payments at the rate of \$45/hour with a minimum fee of \$45 for any client alterations and any other changes in the original assignment requested by the CLIENT. The CLIENT shall offer SHEKINAH ARTS – CREATIVE SERVICES the first opportunity to make any changes.

CANCELLATION: The CLIENT may choose to cancel the project without payment or penalty within three business days following initial consultation and receive full refund of deposit less expenses already incurred including but not limited to stock material or set up fees. After three business days, the initial deposit may be refunded upon cancellation minus expenses already incurred by SHEKINAH ARTS – CREATIVE

SERVICES and a \$75 cancellation fee. For clients with a total estimated billable expense of less than \$150, down payment will be retained by SHEKINAH ARTS – CREATIVE SERVICES upon cancellation.

ERRORS & OMISSIONS: It is YOUR responsibility to check proofs carefully for accuracy in all respects, ranging from spelling to technical illustrations. WE are not liable for errors or omissions. However, we will make corrections due to errors or omissions on our part at no cost.

NATURE OF COPY: YOU agree to exercise due diligence in YOUR direction to US regarding preparation of materials and must be able to substantiate all claims and representations. YOU are responsible for all trademark, servicemark, copyright, and patent infringement clearances. YOU are also responsible for arranging, prior to publication, any necessary legal clearance of materials we prepare.

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.

PROPERTY & SUPPLIERS PERFORMANCE: WE 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 employ our best efforts to ensure quality and timely delivery of all printed (digital, offset, silkscreened, embossed or otherwise reproduced) pieces. Although we may employ 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, we are 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 any way be held responsible for quality, price, performance or delivery.

RIGHTS OF OWNERSHIP: Once a project has been delivered by SHEKINAH ARTS – CREATIVE SERVICES and is paid in full by YOU, we will assign the reproduction rights for your specific design.

According to the Copyright Law of 1976, the rights to all designs and artwork, including but not limited to photography, and/or illustration, created by independent photographers or illustrators retained by SHEKINAH ARTS – CREATIVE SERVICES or purchased from a stock agency on YOUR behalf remain with the individual designer, artist, photographer or illustrator. Unless a purchase of “All Rights” (a buy-out) is negotiated with US. YOU may not use or reproduce the design or the images therein for a purpose other than the one(s) originally stipulated. If you wish to use the design we have created and/or the images within it for another purpose or project including a reprint or exhibition, YOU must contact us to arrange a transfer of rights and any additional fees before proceeding, if WE have not already done so.

WE reserve the right to photograph, and/or distribute, or publish, for our firm’s promotional and marketing needs any work WE create for you, including but not limited to mock-ups, and comprehensive presentations, as samples for our portfolio, firm newsletters, brochures, slide presentations, and similar media. WE agree to store any digital material we create for YOU for a period of 6 months beyond the delivery of a job, thereupon, WE reserve the right to discard them. WE agree to hold any media given us by YOU for a project, including but not limited to, CD’s, DVDs, computer discs, flash drives, for a period of 3 months for YOU to retrieve thereupon, WE reserve the right to discard them.

TELECOMMUNICATION: The CLIENT shall pay for all transmissions charges. WE are not responsible for any errors, omissions, or extra costs, resulting from faults in the telephone, cable, satellite network, email servers, or from incompatibility between the sending/receiving equipment.

MODIFICATIONS OF AGREEMENT: Modifications of the agreement must be written, except that the invoice may include, and the client shall pay, fees or expenses that were orally or written authorized by the client in order to progress promptly.