

## Standard Terms and Agreements

For design and layout production services

For (company name) \_\_\_\_\_, designated as "client" in the statements below.

### Right of Ownership

All client-specific original ideas, concepts, designs and the materials to produce these items (computer files, mechanicals, proofs, etc.) generated by **cynaps\*kreativ** are property of the client **ONLY UPON FINAL PAYMENT IN FULL**. Final payment in full must be received on invoices for services rendered to produce the respective materials according to the "Terms of Payment" stated in this document. Once this condition is met, the client may request and receive copies of all said materials and are free to use the materials and files as they see fit, and **cynaps\*kreativ** is bound to only use these items for the production of materials for the client.

Beginning on the date on the respective invoice, a 30-day grace period is allowed for the client to use the materials in the promotion and operation of their business and services. If payment in full is not received within that time period, the client will be notified that use of such respective materials must cease, until either payment has been received by **cynaps\*kreativ**, or a new agreement has been negotiated. This new agreement may include penalties for late or extended payments.

Beginning from the time of conception, any new client-specific original ideas, concepts, designs and the materials to produce these items (computer files, mechanicals, proofs, etc.) generated by **cynaps\*kreativ** will only be used for projects for the client. Their concept, purpose and proposed uses will remain confidential between **cynaps\*kreativ** and the client. However, any items generated from services invoiced and not paid in full within 90 days of the date of the invoice may be eligible for use in other non-client projects to recover costs. Any items, in whole or in part, that have been previously bound by the conditions being met that are set forth above will not be eligible, and therefore removed from any such uses.

### Exceptions to Right of Ownership

The Right of Ownership agreement shall not apply to concepts, designs, ideas, formulas, patterns, methods and devices which are (1) already known by **cynaps\*kreativ**, and (2) are in the public domain, now or in the future.

### Conditions of billable-hours work

All projects or work requested by the client without a request for an estimate or quote, or that are not part of a negotiated program or by-project rate, will be designated as billable-hours work. All work, whether quoted or hourly, is tracked in a detailed time log. All billable-hours work is billed at a rate of \$50 an hour. This rate is subject to change. The client will be notified of a rate change before the rate is applied to any time logged after the rate change. Rate changes will not apply to work already logged for unfinished projects.

### Conditions of quoted work

All quotes for design and layout work, whether individually quoted or based on a negotiated program or a by-project rate, are based on an estimate of time applied to a rate of \$50 an hour. This hourly rate is subject to change, and the client will be notified of such a change when they apply to any new quotes or estimates. Hourly rate changes will not be applied to quotes and estimates negotiated or agreed upon before the time of the rate change, unless work on a project is delayed by the client for more than 90 days.

All work, whether quoted or hourly, is tracked in a detailed time log. During the course of each project, the time log is reviewed to assess the work and to determine if it falls within the estimate and description of the work in the original proposal. If the time exceeds the

estimate due to extensive changes or revisions, additional work requested by the client that is not outlined in the original quote, or work caused by improper planning or incomplete information from the client, the client will be informed of the time overrun, and either a new final quote will be negotiated, or the client can agree that the work will continue at a rate of \$50 an hour.

Quotes are only good for 90 days. If the client delays work on a project for more than 90 days, A NEW QUOTE will be issued to adjust for any applicable rate and/or service changes.

### Conditions of Program Rates

Projects that often reoccur or are part of ongoing advertising or promotional efforts may qualify for program rates. A negotiated rate and clearly defined program-specific conditions will be provided to the client by **cynaps\*kreativ**. These conditions must be followed in order to satisfy the requirements of the program rate. Failure to follow the provided conditions for a project will result in additional charges for that project, over and above the negotiated rate.

### Scheduling and Rush Charges

Client must make every effort to provide **cynaps\*kreativ** adequate or reasonable time for design, production, and delivery of projects and materials. New projects must often be scheduled among ongoing work and deadlines for other projects. Design and layout services for new projects require a minimum of 3 days, and output services (print, photocopying, press-ready materials) require an additional 24-hours to 8 days, depending on the type of service needed. Rush charges may be applied to projects when requests for turnaround and delivery are less than the normal reasonable minimum times.

Also the client's relationship with **cynaps\*kreativ** and the client's history of making requests for rush turnaround on projects will be considered to determine if rush charges will be imposed. Client will be informed at the time of their request if rush charges will apply.

### Terms of Payment

All invoices are "Due Upon Receipt" unless other terms and agreements have been negotiated and agreed upon. Immediate partial payments may be permitted for invoices that total over \$2,000.00, depending on the client's relationship with **cynaps\*kreativ**, and their payment history. However, if client pays in partial payments, strict terms and conditions will apply that require final payment in full by a specific date.

### Payment Schedules for Quoted Projects

Quoted projects over \$400 will be billed in halves or thirds, depending on the final estimated price. The first payment will be required before work begins, and following payments will be required as outlined in the provided quote.

If the project is delayed or put on hold by client for more than 30 days, an invoice will be issued for the balance of any unpaid work not covered in previous payments at a rate of \$50 an hour. Once work resumes, this balance payment will be deducted from any following payments.

### Backup and Archive

**cynaps\*kreativ** will make every effort to properly backup and archive client-specific production files with the sole purpose of using those files only to produce future projects for the client, or make revisions to previously-produced projects for the client. Every effort will be made to maintain, protect, and catalog files to facilitate access to them for future work or updates. However, **cynaps\*kreativ** can only guarantee the stability of these backups for as long as two years, or the limitations as stated by the manufacturer of the backup media, whichever comes first.

By signing below, I am stating that I am a representative of the client, that I have read and agree with the terms stated above, and that said client and all of its representatives will abide by the conditions of the terms and agreements as stated above.

Signature \_\_\_\_\_ Printed Name \_\_\_\_\_

Position \_\_\_\_\_ Date \_\_\_\_\_

*Please make a copy of this document to keep for your records.*