



# Project Terms and Conditions

Agreement between Alchemy Imageworks (A.I.) and the Client as signed below.

Alchemy Imageworks, 27 Fairway Green, Stony Plain AB T7Z 1M4

## 1. NDA & Privacy Policy

- a) A.I. holds all non-public Client information as confidential.
- b) The Client agrees to hold all A.I. non-public information as confidential.
- c) For specific cases this document may be followed by a complete NDA (nondisclosure agreement) document.
- d) A.I. will not sell, trade or release client information unless directed by the Client.
- e) Please visit [www.alchemyimageworks.com](http://www.alchemyimageworks.com) for the full A.I. Privacy Policy.

## 2. Warranties & Limitation of Liability

- a) A.I. does not warranty or guarantee any third party service or product.
- b) A.I. will not be liable for direct, indirect, special or consequential damages, or any loss of revenue or profits, arising in relation with any project A.I. is involved in.

## 3. Legal Advice & Trademarks

- a) A.I. will never provide any legal advice.
- b) Trademarks are the sole responsibility of the client, including but not limited to: research, clearing, registering and legal fees.

## 4. Copyrights and File Release

- a) Copyrights on final designs and illustrations will be released to the Client upon receipt of full payment.
- b) A.I. retains all copyrights of concepts and designs not accepted by the Client.
- c) A.I. retains the right to showcase work in corporate and/or personal portfolios in all mediums.
- d) A.I. and its clients are bound by all copyrights and "terms of use" held by any third party.
- e) A.I. will NOT release any working files that include copyrights held by third parties. This includes but not limited to stock photography, fonts and software.
- f) A.I. will not knowingly copy or duplicate any copyrighted material held by a third party without expressed permission of the copyright holder.
- g) Clients will only provide content and materials that they have ownership of, or permission to use.

## 5. Credits and Promotion

A credit line suitable to the design of the pages will be used. Client agrees to pay an additional fifty percent (50%) of the total fee, excluding expenses, for failure to include credit line. Designer reserves the right to include screenshots of the completed work in his portfolio.

## 6. Preliminary Works

Designer retains all rights in and to all Preliminary Designs. Client shall return all Preliminary Designs to Designer within fifteen (15) days of completion of the project and all rights in and to any Preliminary Designs shall remain the exclusive property of Designer.

## 7. Proofing

- a) Clients are responsible for proofing their content, BEFORE and AFTER sending materials to A.I.
- b) A.I. will copy and paste ALL content provided by the client, without proofing or editing (unless specified in the project contract).
- c) Projects will only be released (sent to printers, uploaded to the web, etc.) once the client has proofed each project and signed off.
- d) Sign offs may be written, e-mailed or verbal.
- e) Once a project has been signed off by the client, A.I. takes no responsibility for errors and/or omissions.

## 8. Deadlines

- a) All deadlines are estimated. Due to many factors outside A.I.'s control, including third party services, client content and feedback, all deadlines will be considered TENTATIVE.
- b) In the event of an absolute deadline, specific arrangements must be made between the client and A.I. for client content and proofing.
- c) Delayed client content and proofing will negatively affect deadlines.
- d) Clients will provide content a minimum of three business days before the start of any project.

## 9. Revisions

Revisions may be made only by the Designer at the Preliminary Design phase. Additional fees will be charged for revisions made after 2 preliminary design revisions, and for additions to project scope.

## 10. Payment Terms

- a) All invoices are due on receipt.
- b) All outstanding invoices must be paid prior to additional work being completed.
- c) In the event that a client chooses to cancel a Project or Service, the client agrees to pay out their account for time invested by A.I. or forfeit their deposit, which ever is greater.
- d) A.I. will cancel or re quote any project where the client has failed to respond after three contact attempts and 45 days of no contact.
- e) Deposit is 50% of project estimate.
- f) Deposit is due prior to start of project.
- g) Deposit is non-refundable and non-transferable.
- h) Final payment is due upon completion of project.

## 11. Permissions and Releases

The Client agrees to indemnify and hold the Designer harmless against any and all claims, costs, and expenses, including attorney's fees, due to materials included in the Design at the request of the Client for which no copyright permission or privacy release was requested, or for which uses exceed the uses allowed pursuant to a permission or release.

**12.** This Agreement must be signed and returned before Alchemy Imageworks will schedule or begin this project.

By signing I verify that I have read and understood the Terms and Conditions of this contract and agree to be bound by them in all dealings with Alchemy Imageworks.

Client Name (Please Print Clearly)

Date

Client Signature