
Standard Bid and Contract Terms

A Bid or Estimate is provided to you, the individual, business or corporation, at no cost. It may be provided in printed or electronic form.

Following the acceptance of the project bid/estimate, a 50% non-refundable deposit is required for design work to begin. Custom print orders require prepayment in full. *Receipt of deposit is considered as acceptance of the following Contract Terms, and establishes Contract Date.*

1. All content (text and/or photos) to be included in the project (brochure, website, etc) is to be provided by the client within 30 days of initiating this project contract. If approved photos are purchased for your project, the cost of the photos will be included in your final invoice.
Contract Date: _____ Content Due Date: _____
2. Unless otherwise specified, you will receive up to 3 versions of the design work which (a) is detailed in the initial project description, and (b) is covered by the total cost in the estimate. Up to 3 revisions are available during the design phase, not to exceed a period of 60 days unless otherwise specified. If additional revisions are required beyond three or beyond 60 days, they will be completed at a rate of \$65.00 per revision or per hour, whichever is greater. 60 Day Revision Deadline: _____
3. Services Provided by BHD typically will include:
 - ❖ Project-wide Design and Branding Coordination
 - ❖ Strategy Planning to Address Primary Goals and Objectives
 - ❖ Art Direction Services during Design & Production
 - ❖ Conceptual Sketches/Proofs
 - ❖ Final Production of Art/Deliverables
 - ❖ Upload/Testing as Appropriate
4. In projects where the total value is less than \$2000.00 US, the balance is due upon completion of the project. In projects that exceed \$2000.00 US, an additional 25% is due at the predetermined "half-way date," and the remaining balance is due upon project completion.
Half-way Date: _____ Anticipated Completion Date:

5. Prior to payment in full, all artwork, creations and images are the property of By His Design, LLC. Upon receipt of payment in full, all final design work will be delivered to you in agreed upon formats and forms without security or protective watermark features and you own the right to use the work. Copyright, Trademark, Registered TM, and any other legal protection for the created work is your responsibility. Legal protection of created works is not provided by BHD.

6. Design work involves a cooperative relationship between our company and yours. We work with you to maximize effectiveness and benefit. Your participation will be essential. Your role will likely involve these responsibilities:
 - ❖ Provide accurate information about project.
 - ❖ Communicate with our team.
 - ❖ Edit/Review text/concepts.
 - ❖ Provide timely approvals for delivery of core services.
 - ❖ Provide understanding of systems, forms, policies, etc relevant to project.

7. Project timelines may be adjusted with approval from the Project Manager at times to meet the changing needs of a client's plans. However, projects may not be delayed or held indefinitely or without approval. A project contract delayed 30 days beyond the expected completion date due to lack of content from the client or to lack of timely reviews or approvals by the client will be subject to immediate billing in full and closure. A reinstatement fee equal to 25% of the project cost, no less than \$50 and no greater than \$500, may be required to reopen the project at a later date.

Customer satisfaction is our goal, and we will make every effort within the reasonable limits of these terms to ensure your complete satisfaction. It is our intention to serve you with excellence in Design, Production and Customer Service. The limitations established here are to ensure that all our clients receive the best service possible and that projects are completed as nearly as possible to anticipated production timelines.

Client Signature: _____ Date: _____

Project Manager: _____ Date: _____

By His Design LLC reserves the right to use images from projects as samples of previous work both to solicit new accounts, and to show current and prospective clients. By His Design LLC also reserves the right to deny services to any person or company for any reason, notwithstanding the fulfillment of an existing project contract.

Rev. 6-2010