



**Pro MA Marketing**  
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## *Design Contract Terms and Conditions*

**GENERAL WORKING AGREEMENT** – This document defines the terms and conditions of our working relationship. All projects or services that Pro MA Marketing, henceforth known as DESIGNER, may be contracted to produce or provide for \_\_\_\_\_, henceforth known as CLIENT, will be subject to the following:

**WORKING/BILLING PHASES** – Payment is due before project work is begun. If additional customization is required for your project, an initial customization fee of \$75 will be charged with your original invoice to cover one hour of design work. Additional work will be charged at \$75 per hour and must be paid in full before final job will be sent to print.

**PAYMENT/ESTIMATES** – CLIENT agrees to pay DESIGNER in accordance with the terms specified in each proposal/estimate or invoice. Unless otherwise specified, all balances are required paid in full before work has begun on your project and are non-refundable. All subsequent balances due are payable upon art approval before job is sent to print. 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.

**Estimate:** Valid for only 30 days from date on estimate. Client requested changes will be billed additionally. The client will be notified of any price changes.

**REVISIONS AND ALTERATIONS** – New work requested by CLIENT and performed by DESIGNER after a proposal/estimate has been approved is considered a revision or alteration. If the job changes to an extent that substantially alters the specifications described in the original estimate, we will submit a proposal revision memo to you, and a revised additional fee must be agreed to by both parties before further work proceeds. Author's alterations and other copy changes requested after layouts or mechanicals are completed are billed at standard hourly rates. Client is still responsible for original invoice even if continuing work revision is not approved.

**NATURE OF COPY** – CLIENT agrees to exercise due diligence in its direction to us regarding preparation of materials and must be able to substantiate all claims and representations. CLIENT is responsible for all trademark, servicemark, copyright and patent infringement clearances. CLIENT is also responsible for arranging, prior to publication, any necessary legal clearance of materials we prepare. The CLIENT is solely responsible for any legal action resulting from the creation, printing, or distribution of the materials prepared for the CLIENT.

**ERRORS AND OMISSIONS** – It is the CLIENT'S responsibility to check proofs carefully for accuracy in all respects, ranging from spelling to technical illustrations. DESIGNER is not liable for errors or omissions. Your signature (or electronic approval/signature) or that of your authorized representative is required on all mechanicals or artwork prior to release for printing or other implementation.

**PROPERTY AND SUPPLIER'S PERFORMANCE** – DESIGNER 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 use our best efforts to ensure quality and timely delivery of all printed (offset, silk-screened, embossed or otherwise reproduced) pieces. Although we may use 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, DESIGNER is 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 anyway be held responsible for quality, price, performance or delivery.

**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.

**RIGHTS OF OWNERSHIP** – Once a project has been delivered by us and is fully paid for by CLIENT, DESIGNER will assign the reproduction rights of the design for the use(s) described in the proposal. According to the Copy right Law of 1976, the rights to all design and art work, including but not limited to photography and or illustration created by independent photographers or illustrators retained by DESIGNER, 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 Buyout) is negotiated with DESIGNER and/or his/her authorized representative, 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 the transfer of rights and any additional fees before proceeding. You may not reprint our artwork or design through another vendor without our express written approval. We reserve the right to photograph and/or distribute or publish for our firms promotional and marketing needs any work we create for you, including mock-ups and comprehensive presentations, as samples for our portfolio, firm news letter, brochures, slide presentations and similar media. We agree to store mechanical boards and computer disks for a period of 6 months beyond the delivery of a job. Thereupon, we reserve the right to discard them.

**TERM AND TERMINATION** – The term of this agreement will continue for work in progress until terminated by either of us upon thirty (30) days written notice. If you should direct us at any time to cancel, terminate or "put on hold" any previously authorized purchase, we will promptly do so, provided you hold us harmless for any cost incurred as a result. Any payments made by CLIENT will not be refunded. CLIENT will indemnify and hold DESIGNER harmless for any loss or expense (including attorney's fees), and agrees to defend DESIGNER in any actual suit, claim or action arising in any way from our working relationship. This includes, but is not limited to, assertions made against CLIENT and any of its products and services arising from the publication of materials that we prepare and you approve before publication.

**ADDITIONAL PROVISIONS** – The validity and enforceability of this agreement will be interpreted in accordance with the laws of the State of Florida applicable to agreements entered into and performed in the State of Florida. This agreement is our entire understanding and may not be modified in any respect except in an executed agreement. If we must retain attorneys to collect our invoices, DESIGNER will be entitled to reasonable attorney's fees, court costs, and interest at the maximum rate permitted by law. This agreement will remain in effect for all jobs contracted through us until at which time you may be provided with an updated or revised copy.

\_\_\_\_\_  
Company/Individual Name (print)

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Date