

Print Media Policies

- (1) A 50% deposit of estimated work must be paid 1st before work will start.
- (2) I understand that payment of deposit is equal to a signed agreement of SW Graphics & Design's policies and contract.
- (3) No deposits will be refunded.
- (4) Balance of payment is due upon completion of work.
- (5) Job is considered complete when SW Graphics & Design™ has designed graphics to the customers' documented specifications. **If client decides to finish a project on their own (whether or not we have actually finished job), our work is considered done and balance of payment will be due.**
- (5a) Client will sign a design sheet verifying how they want project to look written in a text format with explicit detail. Examples and pictures can be added to this as well. After 1st draft is complete client will sign a 1st draft sheet making note of any changes that need to be made, if any. When 2nd draft is completed client will sign sheet again stating changes needed if any. After the 2nd draft there will be no more feedbacks. If client wants changes after final draft is complete additional charges will take place. No charges will be incurred on 1st and 2nd feedbacks.
- (6) **If client wants a totally new design then what was documented in previous meetings, then additional costs will be charged and project change order will be signed.**
- (7) All information for your project must be given in an electronic format. Either by e-mail, floppy disk, zip disk or CD.
- (8) All the project files will be given to client via download from our web-site or e-mailed to client. We will not provide client with multiple layer files. All files will be given to client in .psd, .pdf or jpeg format. (.psd files will only have 1 layer)
- (9) We do not type, retype or proofread any information given to us. What we are given is what goes into the project.
- (10) Print media graphic design fee is \$45/hr.
- (11) We do not provide printing services, but for a convenience fee of \$45/hr + the printers fees, we can send your project to a printer for you and have the finished project sent to your business or residence.

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- (12) Client can receive a 20% discount on all work if they allow us to include on their project in small legible print, "Designed by: SWGRAPHICSONLINE.com". There will be no discounts for business cards.
- (13) We do not build pornographic projects or work that uses obscene language in any shape, way or form.
- (14) Per hour billing is always done in quarter-hour increments.
- (15) We reserve the right to decline business to anyone.
- (16) All files will be actual size of print (8.5 x 11, 11 x 17) unless instructed otherwise by client or client plans on having us send files to one of our recommended printers. *(If using our recommended printers we must be notified in advance so that file size can be properly adjusted.)*
- (17) We only accept payment via cash, credit card, cashiers check or certified bank check no personal checks will be accepted.
- (18) If check clears at first, but for some reason bounces later there will be a \$150 fee added to account balance for bounced check.
- (19) At the time of paying deposit it is expected that client will give SW Graphics & Design™ all the information needed for their project; including text, pictures and files if needed. **Deposit will not be refunded if client changes their mind or never provides files or info for project. If all information is not given within one week's time of accepting deposit, then we will begin to accept new clients ahead of you. Your project will not be completed until we receive all info for your project and the newest client that we've accepted project is completed.**
- (20) If SW Graphics & Design™ completes work according to clients pre-specified details, client must pay balance in full and project is considered complete. If client wants more revisions after project is complete, they will have to wait for next client after them to have their project completed 1st. We often have waiting lists and it isn't fair to the next client to wait when they've already paid their deposit to be next. **It in the clients' best interest to think their project through thoroughly and ask as many questions as needed before beginning a project.**
- (21) SW Graphics & Design operates on a 1st come 1st serve policy, whomever pays their deposit 1st will have their work done 1st. If client pays deposit after we've accepted another client ahead of them, their work is automatically next in line, no matter how many clients we meet or receive deposits from after them.

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- (22) If clients deposit is equal to or less than \$150 client must pay 70% of estimated total for project. *(Except for business cards which will be charged a flat rate of \$65/project for 2.5 hours; after which our normal hourly rates apply.)*
- (23) All projects we design may or may not be seen in our portfolio *(Online or otherwise).*
- (24) SW Graphics & Design will maintain the confidentiality of Client's source materials, technical and marketing plans and all other sensitive information.
- (25) Copyright to projects designed by us, less clients logos and given pictures belong solely to SW Graphics & Design™. Upon full payment of all invoices due, we give client an unrestricted license to use project work for whatever they need as long as it doesn't go against any of our "Projects We Do Not Design" policies listed on next page. Designs produced by SW Graphics & Design for Client shall belong to Client. Secondary materials created by SW Graphics & Design during production, including drafts, plans, graphic source files, and templates, remain the sole property of SW Graphics & Design unless other arrangements are made.
- (26) Client is solely responsible for the editorial content of the material included on its project. Accordingly, Client agrees that it will defend and indemnify (hold harmless) SW Graphics & Design from any suit, demand, or claim resulting from the editorial content of the project.
- (27) Client represents to SW Graphics & Design and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to SW Graphics & Design for inclusion in Client's project are owned by Client, or that Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect and defend SW Graphics & Design and its subcontractors from any claim or suit arising from the use of such elements furnished by the Client.
- (28) SW Graphics & Design will not be liable to Client or to any third party for any damages arising from the use of project.
- (29) If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

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Projects We Do Not Design

SW Graphics & Design™ is known for designing high quality projects, with superior service at great prices; but there are certain types of projects that we do not build. They are listed below.

- Pornographic projects
- Any projects with curse words, obscene, objectionable or sexually suggestive material
- Projects that use racial slurs or comments regarding any race
- Religious projects (non-Christian)
- Projects that advocate or display illegal activities
- Homosexual or lesbian oriented projects

We also reserve the right to decline business to anyone that we feel fits into the above categories. The above categories can be updated and changed at any time.

I, _____
(please print name)

represent _____
(please print company or group name)

fully understand and agree to all of the SW Graphics & Design™ policies.

Date _____

Signature _____