

Reflecting the Designer

Terms of Service

1. All ART & DESIGN (AND RE-DESIGN) SERVICES INCLUDE:

A. **Email/Phone Consultation.** Reflecting the Designer will provide up to one total hour of general orientation (via phone, e-mail, fax, and/or in person) which includes, but is not limited to, my design process, services offered with prices for my services. Reflecting the Designer reserves the right to decline any artwork or design requests which are deemed inappropriate or offensive.

B. **Graphic Design & Artwork.** All design work is designed based on design consultation between client and Reflecting the Designer.

1. **Web Design:** Reflecting the Designer will provide the following for compensation as described in section 3 in this agreement: one draft with 1 revision, up to 10 web pages (e.g. home page, contact page, products page, etc.), custom designed graphics, and one final revision (All revisions have to be made within one week immediately after presentation of draft and/or web site. Any revisions or additional requests made after this time will be subject to additional fees listed in section E.)
2. **Blog Theme Design:** Reflecting the Designer will provide the following for compensation as described in section 3 in this agreement: one draft with 1 revision, custom designed graphics, custom plugins, and one final revision. (All revisions have to be made within one week immediately after presentation of draft and/or blog. Any revisions or additional requests made after this time will be subject to additional fees listed in section E.)
3. **Print Design:** Reflecting the Designer will provide the following for compensation as described in section 3 in this agreement: one draft with 1 revision, custom designed graphics, and one final revision. (All revisions have to be made within one week immediately after presentation of draft and/or web site. Any revisions or additional requests made after this time will be subject to additional fees listed in section E.) Printing is not included for design work.
4. **Photo Editing:** Reflecting the Designer will provide the following for compensation as described in section 3 in this agreement: one draft with 1 revision, custom designed graphics, and one final revision. (All revisions have to be made within one week immediately after presentation of draft and/or web site. Any revisions or additional requests made after this time will be subject to additional fees listed in section E.) Printing is not included for photo edits.
5. **Portraits and Murals:** Reflecting the Designer will provide the following for compensation as described in section 3 in this agreement: one draft with 1 revision (drafts and revisions will be high resolution photos taken of the portrait which will be emailed to the client) and one final revision. The medium used is acrylic paint, and surfaces include canvas or canvas board. Standard canvas board or canvas will be used unless a specialty surface is shipped to me for use. Size request must be submitted with original design request. If the requested dimension is not available, a substitute will be suggested and agreed upon by both the artist and client before the artwork begins. Framing may be included upon request but will be subject to additional fees including a higher shipping fee due to additional weight and protection.

Clients should be available to assess murals during some period of time while the artwork is taking place. (No revisions will be made upon final completion and delivery of any hand painted

projects. Wall murals can be assessed during the process of painting, and will continue for one week's time – unless otherwise specified – until the client is satisfied with the overall result.)

C. Domain Name Registration/Reservation. The client will reserve and register domain name(s). Reflecting the Designer is not responsible if such name(s) is unavailable for any reason. The client is responsible for all domain name fees and registration costs.

D. Web Page Installation. Reflecting the Designer will install the web pages and/or blog theme on the client's web host server.

E. Revisions/Updates. Reflecting the Designer will provide the client with 1 free revision within a 1 week period after the installation of the web pages or a blog theme. The purpose of the revision is to: i) make minor cosmetic adjustments to the pages and ii) correct any errors; however, they are not for the purpose of making material changes to the pages. Additional consultation, revisions and maintenance may be purchased at Designer's hourly rate of \$20 per hour unless another sum is agreed upon between Reflecting the Designer and the client. *Discounts apply for those in full time Christian ministry who agree to the posted Statement of Faith, and Reflecting the Designer reserves the right to offer further discounts to any clients of its choice on a case-by-case basis.*

2. **AUTHORIZATION.** If applicable, the client hereby authorizes Reflecting the Designer to access the Site's web hosting account. The client further instructs the hosting company to provide Reflecting the Designer with access to any directories or other programs, which need to be accessed for the completion of the Services pursuant to this Agreement.
3. **COMPENSATION:** For the Services contemplated in this agreement, the client will pay Reflecting the Designer the design fees as described below. These fees do not include the production of any additional web pages or content, additional photos, or additional graphics, or additional artwork not described in Section 1 of this Agreement. Payment shall be made as follows:
 - 20% (non-refundable deposit) of the total cost (total cost will be confirmed up-front) to be paid to Reflecting the Designer before any web or print design work is done. *This deposit does not apply to photo editing. All photo edits may be paid in full upon completion of the edits requested.*
 - The remaining amount of the total cost is due upon completion of the services.
 - Any work done beyond scope of design or artwork as described in section 1 part B will incur regular fee of \$20/hour. *Discounts apply for those in full time Christian ministry who agree to the Statement of Faith as posted on this site. Reflecting the Designer reserves the right to offer further discounts to any clients of its choice on a case-by-case basis.*
 - Clients will receive invoices via email through PayPal; all payments should be made through PayPal by following the invoice instructions. Accepted PayPal payment forms include credit card, electronic check, and direct PayPal account payments.

"Completion of the Services" means the earlier of: i) upon approval of the uploaded site, watermarked design work, e-copy of painting, or mural; or ii) 7 days the afore mentioned items only if the Client has not notified Reflecting the Designer of its approval or disapproval of the Design or Artwork done. Note: all design work will be watermarked until complete payment is made upon which time, the full version without watermarking of the design will be submitted to the client.

4. **TIME OF COMPLETION:** Reflecting the Designer will take all reasonable actions to complete the services within 30 days, however, the client acknowledges that delays in Reflecting the Designer receiving materials from the client or a third party may slow completion of the services.
5. **EXPENSES:** The client agrees to reimburse Reflecting the Designer for all reasonable expenses authorized in advanced by Client and incurred in connection with this Agreement including, but not limited to, special graphics, special photography, special software, special fonts, etc.
6. **INDEPENDENT CONTRACTOR.** Reflecting the Designer is an independent contractor and not an employee of the client, and, unless otherwise stated in this agreement, is not entitled to any of the benefits normally provided to the employees of the client.
7. **CONFIDENTIALITY:** Reflecting the Designer acknowledges that he/she may have access to the client's confidential and proprietary information. Such confidential information may include, without limitation: i) business and financial information, ii) business methods and practices, iii) technologies and technological strategies, iv) marketing strategies and v) other such information as the client may designate as confidential ("Confidential Information"). Reflecting the Designer agrees to not disclose to any other person (unless required by law) or use for personal gain any Confidential Information at any time during or after the term of this Agreement, unless the client grants express, written consent of such a disclosure. In addition, Reflecting the Designer will use its best efforts to prevent any such disclosure. confidential information will not include information that is in the public domain, unless such information falls into the public domain through Reflecting the Designer's unauthorized actions.
8. **OWNERSHIP OF PREPARED MATERIALS:** Except those items described below, all materials, including the pages and custom graphics, prepared by Reflecting the Designer for the client (the "prepared materials") shall be considered the exclusive property of the client. Reflecting the Designer hereby assigns and transfers any and all rights, title and interest that he/she may have in the prepared materials, including any rights under copyright law, to the client. The prepared materials do not, however, include any items or materials that pre-existed this Agreement ("pre-existing materials"). Reflecting the Designer hereby gives the client a nonexclusive, worldwide, royalty-free license to use, execute, display or perform any pre-existing materials included or contained in the prepared materials. The client acknowledges and agrees that Reflecting the Designer may include the site, the pages, or print design any of the other prepared materials in designer's portfolio. (Please read information under Exhibit A concerning images created using images obtained through a 3rd party.)
9. **CLIENT REPRESENTATIONS.** The client represents and warrants that the text, graphics, and photographs provided to Reflecting the Designer for the site are owned or licensed by the client, and that the client is authorized to use and display such items in the manner contemplated by this agreement. The client shall be solely responsible for the validity of copyrights, trademarks and ownership claimed by the client for the site, materials on the site, or materials submitted by the client for print design. The client agrees to indemnify and hold Reflecting the Designer harmless from and against any claim, loss, damage, expense or liability (including attorney's fees and costs) that may result in whole or in part, from: i) any infringement or any claim of infringement, of any trademark, copyright, trade secret, or negligence arising from any of the text, graphics, and photographs provided by the client, ii) any claim by a third party regarding any services or products sold or otherwise distributed by the client, its employees or agents, or iii) any claim, suit, penalty, tax or tariff arising from the client's use of the internet or electronic commerce. (Please read information under Exhibit A located at the end of this document concerning images created using images obtained through a 3rd party.)

10. **TERMINATION OF CONTRACT:** In the event the client cancels or terminates this agreement before completion of the services, Reflecting the Designer shall be paid by the client pro rata for all completed work and the payment of any authorized expenses.
11. **RETURN OF PROPERTY:** Upon termination of the Services, Reflecting the Designer will promptly return to the client all drawings, documents and other tangible manifestations of the confidential information (and all copies and reproductions thereof). In addition, Reflecting the Designer will return any other property belonging to the client.
12. **CONTINUING OBLIGATIONS:** Notwithstanding the termination of this agreement for any reason, the provisions of Sections 7, 8 and 9 of this agreement will continue in full force and effect following such termination.
13. **BINDING EFFECT:** The covenants and conditions contained in the agreement shall apply to and bind the parties and the heirs, legal representatives, successors and permitted assigns of the parties.
14. **CUMULATIVE RIGHTS:** The parties' rights under this agreement are cumulative, and shall not be construed as exclusive of each other unless otherwise required by law.
15. **WAIVER:** The failure of either party to enforce any provisions of this agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this agreement.
16. **SEVERABILITY:** If any part or parts of this agreement shall be held unenforceable for any reason, the remainder of this agreement shall continue in full force and effect. If any provision of this agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
17. **ENTIRE AGREEMENT:** This agreement constitutes the entire agreement between the parties and supersedes any prior understanding or representation of any kind preceding the date of this agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this agreement. This agreement may be modified in writing and must be signed by both the client and the designer. Reflecting the Designer reserves the right to change or update the terms and conditions of this agreement without prior notice.
18. **GOVERNING LAW:** This agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

EXHIBIT A * Images created by Reflecting the Designer

Images created solely for website or print design by Reflecting the Designer may contain photography obtained from a 3rd party on the internet that were purchased under a one-time use license agreement with certain restrictions. Printing and distribution of such photos may not be possible under restrictions that apply under the one-time use license agreement. Reflecting the Designer will make the client aware of all such restrictions when applicable.