

DESIGN PROJECT AGREEMENT

CLIENT INFORMATION

Name (hereafter referred to as Client):

Address:

Phone:

E-mail:

ORDER INFORMATION

Project Number:

Project Title:

Estimated Design Cost:

Payment: A nonrefundable down payment of 50% of the estimated design cost must be paid through PayPal (or other means as approved by the designer) at the start of the project. The remaining fee must be paid through PayPal within 3 business days of Client's approval of the final draft, before the final high-resolution files are given to Client.

PROJECT DESCRIPTION

[Enter an outline of the work to be done in this section]

CLIENT-DESIGNER COMMUNICATION

Client agrees to make all attempts to respond to all communications by Riera Design in a timely manner, understanding that failure to do so may jeopardize any deadline agreed upon by both Client and Riera Design at the beginning of the project, and understanding that Riera Design will communicate primarily through email. Emails initiated by Client should be addressed to info@rieradesignco.com with Client name and project title in the Subject field.

PAYMENT

Client agrees to pay estimated design cost as stated. Client also agrees to pay any extra expenses approved by both Riera Design and Client.

Client will receive a PayPal invoice for 50% of the design fee after contract is signed and returned. The project will begin when this first payment has been made.

When a final draft has been approved, Client will receive a PayPal invoice for remaining fee. Client does not need to open a PayPal account to use this service for credit and debit cards. As stated, final payment is due in full within 3 business days of client's approval of the final draft, before the final high-resolution files are given to Client.

OWNERSHIP OF ARTWORK

Until full payment has been made, Riera Design retains ownership of all original artwork or parts contained therein, whether preliminary or final. Upon full payment, Client shall obtain ownership of the final artwork to use and distribute as seen fit. Riera Design retains the right to use the completed project and any preliminary designs for the purpose of design competitions, future publications on design, educational purposes, marketing materials, and personal or business portfolio. Where applicable Client will be given any necessary credit for usage of the project elements.

PRODUCTION SCHEDULE/DELIVERY OF PROJECT

Client will assume any shipping or insurance costs related to the project. Any alteration or deviation from the above specifications involving extra costs will be executed only upon approval with Client. The designer shall not incur any liability or penalty for delays in the completion of the project due to actions or negligence of client, unusual transportation delays, unforeseen illness, software malfunction, or external forces beyond the control of the designer. If such event(s) occur, it shall entitle the designer to extend the completion/delivery date, by the time equivalent to the period of such delay, or to cancel the project and grant full refund if necessary.

THIRD PARTY SHIPPING

In the event any material necessary for the production of the project must be shipped to a third party for additional processing, typesetting, photographic work, etc., the designer will incur no liability for losses incurred in transit, or due to the delay of the shipper of the third party.

CLAIMS PERIOD

Claims for defects, damages, and/or shortages must be made by Client in writing within a period of fifteen (15) days after delivery of all or any part of the order. Failure to make such claim within the stated period shall constitute irrevocable acceptance and an admission that they fully comply with terms, conditions, and specifications.

PROOFING OF FINAL PROJECT

The designer shall make every effort to ensure the final product is free of any grammatical and spelling errors, before giving the final product to Client. It is agreed that it is Client's responsibility to ensure that there are no spelling or grammatical errors contained in the final product. It is agreed that the designer is not responsible or held liable for any errors contained in the final product after the final product has been paid for, committed to print or posted in view of the public.

CANCELLATION

In the event of cancellation of the project, ownership of all copyrights and the original artwork and disks shall be returned and retained by Riera Design.

CONFIDENTIALITY

All correspondence and documents provided will be treated as confidential between Client and Riera Design, unless consent has been granted by both parties involved.

ARCHIVING FILES

Riera Design is not automatically responsible for archiving or saving any files for Client's future use. However, repeat Clients may request that particular files (such as company logo or a repeated-use design) be archived for use in upcoming projects.

ACCEPTANCE OF AGREEMENT

The above prices, specifications and conditions are hereby accepted. Riera Design is authorized to execute the project as outlined in this agreement. Payment will be made as proposed above. This agreement is not valid until this page (page 3 of 3) of the DESIGN PROJECT AGREEMENT is signed by Client and returned to Riera Design by email, mail or fax.

Electronic signatures are permitted through use of Adobe Acrobat (if Client's version has editable features).

Designer Signature: _____ Date: _____

Client Signature: _____ Date: _____

Project Number: