



Angie Lucia Designs

# Terms of Agreement

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**Business: Angie Lucia Designs**

angieluciadesigns@gmail.com

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This contract is between Angie Lucia Designs (the "Business") and Future Client (the "Client").

This agreement (the "Agreement") is made on " " by and between the client " " and Angie Lucia Designs In consideration of the mutual agreement made herein on ( Date), both parties agree as follows:

## Terms

### Consults

Consultations are available prior or during any design request or package. A consult is considered to be any discussion regarding any/all current or future projects, whether in person, by phone call or video conference. Consults are available Monday – Friday; 8am - 10am; 1pm-4pm. The first initial consult of up to 30 minutes is free. Any additional time or consult needed after the initial meetup will fall under my hourly rate of \$25 per hour or \$15 per ½ hour. There is no charge for discussing projects, before or during the design process, when communicating via text or email. Customer service hours for emailing & texting are Monday – Friday; 8:30am – 5:30pm. Consults are available at a location of your convenience within the city limits of Los Banos, Ca. Any consults outside the city limits will require an additional fee of \$.58 per mile. Mileage will be calculated from Designers place of business to desired location of client. All fees accrued during consultation are due at the time of service. ( Please Note: Due to Covid 19 Regulations, I cannot provide in person consults at this time. Phone Call/Video Conferences, are

the only options available until further notice. As always, texting and emailing are free options that are always available. Thank You for your understanding.)

## **Work**

The Designer agrees to produce project materials (the “Work”) at the request of the client for fees agreed upon in advance and delivery of the Work by an agreed-upon deadline. Designer agrees that he will be the sole author of the Work, which will be original work and free of plagiarism. Designer will cooperate with Client in editing and otherwise reviewing the Work prior to completion and launch.

## **Deposits + Payments**

Client agrees to pay Designer a non-refundable booking deposit before any services are provided: \$25 for Product Design; \$50 or 50% deposit (whichever greater) for Larger Packages. The remaining balance is to be paid before any workable files are delivered. If the parameters of the Work change, or if it involves more time than estimated, Designer will inform Client and they can renegotiate the Work’s cost. A full refund of deposit is only available for cancellations made prior to any work being started. Please see CANCELLATION/RETURN POLICY for all other details.

## **Turnaround Time**

Time frame will vary based on the response time from the client and the amount of revisions requested. For each revision requested, allow 1-3 additional business days of design time to the process. A time frame will be discussed prior to the start of your project. If a project cannot be fulfilled in the time requested, the client will be notified at that time. Rush Fees available for same day or next day requests. Non-Responsiveness by client will delay process. If client fails to respond after a period of three weeks, the project will be deemed cancelled and client agrees to pay for any/all work completed by designer up to that point. See CANCELLATION/REFUND POLICY for more details.

## **Revisions**

All package designs include 2 Rounds of Revisions intended for the use of corrections, layout modifications, color changes, etc. It is recommended to thoroughly look through each round of proofs to ensure that no corrections are overlooked. After the 2 rounds of revisions have been fulfilled, a \$10 fee will incur for every round of revisions requested. Non-responsiveness by client for a period longer than three weeks may be subject to cancellation and client agrees to pay any/all work completed thus far. See CANCELLATIONS/REFUND POLICY for more details.

## **Client Approval**

The Client promises to review the work product, to be reasonably available to the Business if the Business has questions regarding this project, and to provide timely feedback and decisions. All

designs will be subject to proofing for color, layout and spelling. Upon acceptance of the Work, Client accepts responsibility for any further processes in which this work is used (e.g. film outpost, printing, etc.), Unless otherwise noted in the work details. A project is considered complete once final proofs are approved & final files have been sent to client or sent to print. Formatting and sizing is included in all digital packages for up to 3 months after acceptance of files. Any modifications requested after final acceptance of work will be considered a new project that may result in additional charges. Designer is not responsible for errors occurring in this work or projects related to this work after acceptance of the Work by the Client.

## **CANCELLATION/REFUND POLICY**

Your design is not complete until you are 100% satisfied with the finished product. You are provided with a specified amount of design concepts & revisions which allows me to customize the product to suit your vision and needs. If you are not completely satisfied with any of the designs provided, prior to revisions, 1-2 more design concepts will be provided at no additional cost. Both parties understand that Client or Designer may terminate the service at any time if, for any reason, the relationship is deemed unsatisfactory by either party. Upon written or verbal cancellation, Client is responsible for payment for all expenses incurred and any work done towards the completion of the project based on the percentage of the project completed that is determined by Designer. Should Client cancel the project following its completion, Client is responsible for full payment as per the agreed upon estimate plus all expenses incurred. Any project without response from client for more than three weeks will be deemed cancelled and project will require a new deposit for restarting the design process. If client has approved final logo design thus far and has additional designs in progress, client will be responsible for any/all design work that took place up until that point. In the event of cancellation, Designer retains ownership of all copyrights and original work created.

## **Confidentiality**

Designer acknowledges that he may receive or have access to information which relates to the Client's past, present, or future products, vendor lists, creative works, marketing strategies, pending projects/proposals, and other proprietary information. Designer agrees to protect the confidentiality of the Client's proprietary information and all physical forms thereof, whether disclosed to Designer before this Agreement is signed or afterward. Unless strict confidentiality is requested by Client in advance of the establishment of this contract, Designer can display materials and final work created for Client on the Designer's website [www.angielucia.com](http://www.angielucia.com), as well as all social media platforms related to Angie Lucia Designs™.

## **Invoices**

The Business will invoice the Client after completion of milestone(s) or the Project, unless otherwise noted in the Payment schedule. The Client agrees to pay invoice(s) by the due date(s)

specified. Unpaid or overdue invoices may result in suspension or termination of the Project.

### **Licensing**

The Business promises that it holds all licenses necessary to perform the work, that such licenses are valid and effective as of the date any work is performed or services provided, and that all work performed or services provided will be done in compliance with all applicable federal, state, or local laws and regulations. Designer is responsible for the payment of all federal, state, and/or local taxes with respect to the services she performs for the client as an independent contractor. The Client will not treat Designer as an employee for any purpose.