

## Illustrada Terms & Conditions



These Terms & Conditions accompany the Proposal prepared for Client, and define the working relationship, unless specifically modified in the Proposal.

### **Designation of Designer as Independent Contractor**

For purposes of the project Proposal, Illustrada, LLC, or its designees, is the Designer acting as an independent contractor, not an employee of Client or any company affiliated with Client. Designer shall provide the services under the general direction of Client, but Designer shall determine, in Designer's sole discretion, the manner and means by which the services are accomplished. Designer shall be permitted to engage and/or use third party service providers in connection with the services. Designer shall remain fully responsible for such third-party compliance with the various terms and conditions of this agreement.

### **Client Responsibilities**

The Client confirms that they have the legal rights and permissions to reproduce and publish all materials that will be included in the proposed work. This includes any text, logos, images, and any other elements they supply or purchase for use in the project. The Client agrees to indemnify and hold harmless Designer from all libel, copyright, and permissions infringement action resulting from materials the Client provides. The book must not be a public domain work, unless the Client is the original author.

Client acknowledges that it shall be responsible for reviewing Deliverables within the time identified for such reviews and to promptly either (i) approve the Deliverables in writing or (ii) provide written comments sufficient to identify Client's concerns, objections or corrections. Client acknowledges and agrees that Designer's ability to meet schedules is entirely dependent upon Client's prompt performance of its obligations to provide materials and written approvals and/or instructions pursuant to the Proposal.

In particular, **Client is responsible for approving the final proof prior to release of the design.** If final product includes printing, it is strongly suggested that Client requests a hard proof from the printer before publishing or ordering any copies of the book. At no time will Designer be held financially or legally responsible for any problems, costs, fees or expenses incurred by Client as a result of using the design.

Unless otherwise provided in the Proposal, and as otherwise provided for herein, Client shall pay additional charges for changes requested by Client which are outside the scope of the Proposal, on a time and materials basis at Designer's standard hourly rate of \$100 per hour, or as agreed to in writing. Designer may extend or modify any delivery schedule or deadlines in the Proposal and Deliverables as may be required by such changes.

### **Ownership Rights**

Upon completion of the services, and expressly conditioned upon full payment of all fees and costs due, Designer grants exclusive rights to use, reproduce and display the final design solely in connection with the project as defined in the Proposal. The Client understands that they are not receiving the source files and may not alter the design in any way, except to change the size for printing or display, unless stated otherwise in the Proposal. If the Client desires any alterations after the delivery of the final balance payment and final design files, the Client understands that additional payments may be required.

Designer retains all proprietary rights, including property ownership, intellectual property rights and Copyrights, in and to all preliminary works and working files. Designer tools and all intellectual property rights therein, including copyrights of such tools, shall be owned solely by Designer.

### **Confidentiality**

All Client materials are considered confidential and used by Designer only for producing the estimate and project. Client materials will not be shared except as agreed to in writing by the Client, such as for seeking an estimate for work, for external review, or for incidental use in promotional material after completion of project.

### **Indemnification / Liability / Force Majeure**

Both parties agree to indemnify, save and hold harmless each other from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by a third party arising out of any breach of either party's responsibilities or obligations, representations or warranties.

The services and the work product of Designer are provided "as is." In all circumstances, the maximum liability of Designer to Client for damages for any and all causes whatsoever, and Client's maximum remedy, regardless of the form of action, shall be limited to the total project fee of Designer. In no event shall Designer be liable for any lost data or content, lost profits, business interruption or for any indirect, incidental, special, consequential, exemplary or punitive damages arising out of or relating to the materials or the services provided by Designer, even if Designer has been advised of the possibility of such damages, and notwithstanding the failure of essential purpose of any limited remedy.

Designer shall not be deemed in breach if Designer is unable to complete the services or any portion thereof by reason of fire, earthquake, flood, hurricane or other severe weather, labor dispute, act of war, terrorism, riot or other severe civil disturbance, death, illness or incapacity of Designer or any local, state, federal, national or international law, governmental order or regulation or any other event beyond Designer's control (collectively, "Force Majeure Event").

### **Cancellation**

If the Client should stop the work once design has begun the Client agrees to pay up to 50% of the total estimated cost or the designer's hourly rate plus expenses to the point when work was ceased. This is to cover costs and lost billable time. The Client will have no rights to any mockups, comps or design elements created for the cancelled project, and agrees to destroy any files or materials received.

### **Attribution / Promotion**

Client agrees to include in all displays or publications of the final work attribution and/or copyright notice in Designer's name in the form, size and location as incorporated by Designer in the Deliverables, or as otherwise directed by Designer.

Designer retains the right to use the Client's final book cover design, author name, book title, and selected interior spreads (designed by Designer) in promotional pieces to market and promote Designer's services.

### **Payment**

The Client agrees to pay the initial deposit of 50% of the estimated total, or as stated in the Proposal, for design work before the work begins. The remaining balance plus any agreed to extra charges is due upon approval of the final files. Designer will not release rights until final payment is received. Any other additional services requested may require additional fees at Designer's discretion.

### **Entire Agreement**

The Proposal and these Terms & Conditions constitute the entire agreement of all parties. No additional promises or conditions, written, or oral, apply to this agreement that are not included herein. Modification of any provision of this agreement is not valid or enforceable unless confirmed in writing and signed by all parties in hardcopy or e-signature.