

Standard Terms and Services

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COPYRIGHT AND OWNERSHIP

1. Except for the retained rights described in the paragraph below, all services provided and all materials SJ Graphics produces on your behalf will become your property upon full payment of the invoices.

2. SJ Graphics retains the right to:

- a. use work produced for the Client as part of my portfolio materials in both my online and offline portfolios;
- b. add your firm to the client list; and
- c. use your work in design competitions, publications, exhibitions, or other promotional purposes.

3. Any material or ideas prepared or submitted to you that you choose not to produce or for which you have not paid the invoices, within 60 days of submission to you, will remain SJ Graphics' property (regardless of whether the physical embodiment of creative work is in your possession in the form of copy, artwork, plates, recordings, films, tapes, etc.) and may be submitted to other clients for their use, provided that such submission or use does not involve the release of any confidential information regarding your business or methods of operation.

AUTHORITY

4. The Client and SJ Graphics each represent that they have full power and authority to enter into this agreement and that this agreement is binding upon the Client and SJ Graphics, and enforceable in accordance with its terms.

ENTIRE AGREEMENT

5. This agreement represents the entire agreement between the Client and SJ Graphics, and may only be changed or modified in writing and with the approval of both parties.

ASSIGNMENT

6. Neither the Client nor SJ Graphics may assign or transfer their interest in this agreement without the written consent of the other.

TIMELINES

7. Schedules or time estimates are subject to change upon notification in writing by either party. Unless otherwise stated, the amount of written notice to be given by either party shall be 14 days.

DISBURSEMENTS

8. In addition to the fees, you agree to pay either SJ Graphics or the provider directly for third party charges I incur to complete the projects defined under the written proposal or quote. Third party charges will be treated as disbursements and will be billed separately.

FEES & ALTERATIONS

9. Any revisions, additions, or alterations to the project modifying the terms of the agreement as the Services to be performed and not included in any fee specified, shall be billed as additional services. Such additional services shall include, but shall not be limited to, changes in the extent of work, changes in the complexity of any elements of the project, and any changes made after approval has been given for a specific stage of design, documentation, or preparation of artwork.

RUSHED OR PROLONGED WORK

10. Any work required in advance of an agreed schedule or timetable, any shortening of the contract period, or additional fees and expenses incurred during a project due to client delays or extensions shall be charged and paid for at an additional rate of 50% of SJ Graphics' hourly rate.

CLIENT APPROVAL

11. The Client will appoint a single representative with full authority to provide necessary information required by SJ Graphics and to provide approvals.

12. The Client will be required to proofread and approve all elements of final designs. Approval must be provided before production can continue and artwork is released. Corrections, if required, will be identified on proofs, artwork, facsimiles, or digital proofs and submitted for SJ Graphics to revise and resubmit for client approval. Final approval is required on every project and must be marked "Approved" with the name or initials of the individual who is authorized by the client to approve artwork for release and production.

13. Email authorization from you will constitute authorization and approval to carry out work defined in the marketing services.

QUALITY OF SOURCE MATERIALS PROVIDED BY THE CLIENT

14. Additional charges will apply when materials are submitted by the client in a form that prevents them from being readily used and applied at recognized professional standards. An example would be to recreate a low-resolution logo image file into a vector file.

PRODUCTION

15. In those instances where the client assumes responsibility for production, printed proofs, copies, prototypes and mock-ups must be approved by SJ Graphics prior to use. SJ Graphics shall be available at reasonable times to provide advice during the production period and for approval of minor modifications of the project (hourly rates will apply).

16. When SJ Graphics is engaged in a supervisory function and assumes responsibility for production on behalf of the client, the client agrees to abide by the decisions made by SJ Graphics.

PAYMENT SCHEDULE

17. Unless otherwise noted, the client's payment schedule is tied to the project's milestones and is due any time within 30 days of an invoice release.

DELAYED PAYMENTS

18. If an invoice is not paid within 30 days of their release, interest will be charged on the outstanding balance at a monthly rate of 5%, compounded monthly, until they are paid.

DESIGN CREDITS

19. The Client agrees that SJ Graphics is entitled to claim authorship of the design, and will be permitted editorial credits to SJ Graphics on all published or manufactured work. The Client must obtain SJ Graphics' consent in writing before SJ Graphics' name is reproduced in any finished product or other published material by the Client.

SAMPLES AND COPIES

20. The Client may provide SJ Graphics with a number of samples or photographs of each printed or manufactured design.

These samples will represent the highest quality of work produced.

TERMINATION

21. This agreement may be terminated in writing if either the Client or SJ Graphics commits a breach and fails to remedy the breach within 14 days of receiving written notification from the other party specifying the breach and requiring its remedy.
22. This agreement may be terminated by any reason by either the Client or SJ Graphics, if a written notification is provided within 30 days.
23. On termination of this project, or any part of it, for any reason, the Client will pay SJ Graphics for the work completed to date, along with all expenses incurred on the project. Any advance of fees provided will be credited against the amount due.
24. In the event of termination, SJ Graphics will retain all copyright even if the fees agreed to in advance have included the assignment of the copyright.

INDEMNITY

25. The Client will provide accurate and complete information and materials to SJ Graphics, and warrants and guarantees that all materials are owned by the Client or that the Client has all necessary rights (including copyright and waiver or moral rights) in such materials, to allow SJ Graphics to use them for the project.
26. SJ Graphics will use reasonable best efforts to guard against any loss to you caused by the failure of media, suppliers, or others to perform in accordance with their commitments, but SJ Graphics will not be responsible for any such loss or failure on their part, or any destruction or unauthorized use by others of your property.
27. SJ Graphics is not responsible for errors or omissions in any work produced as per the Client's approval, and no financial responsibility is assumed by SJ Graphics for errors or damages resulting from such errors.
28. SJ Graphics will not be responsible for delays in delivery caused by acts of nature, strikes, fires, floods, or any other similar circumstances beyond SJ Graphics' control.
29. You agree to indemnify SJ Graphics, its employees, contractors and agents against all third-party claims (including, without limitation, reasonable lawyers' fees) arising from or relating to any content or materials provided to SJ Graphics by you or in relation to the use by you, or anyone else, of materials produced by SJ Graphics at your request.
30. All indemnification obligations shall survive the termination of services or the termination or expiration of the Marketing Services Retainer.

APPLICABLE LAW

31. This agreement and all terms and conditions will be governed and construed in accordance with the provincial laws of Ontario, the federal laws of Canada, and national and international media/art laws.

