

# TERMS & CONDITIONS

This document defines the terms and conditions of our working relationship. All projects or services that ANV may be contracted to produce or provide for CLIENT will be subject to the following:

## 1. Terms

The terms and conditions stated here and listed below shall apply to all work performed by ANV on behalf of the Client. ANV reserves the right to refuse any work for any reason. ANV reserves the right to change any of these terms and conditions at any time without notice; changes become effective immediately.

## 2. Payment/estimate

CLIENT agrees to pay ANV in accordance with the terms specified in each proposal/estimate. It will be required to pay 50% of the project cost before work can begin. We reserve the right to refuse completion or delivery of work until past due balances are paid.

## 3. Revisions and alterations

New work requested by CLIENT and performed by ANV after a proposal/estimate has been approved is considered a revision or alteration. If the job changes to an extent that substantially alters the specifications described in the original estimate, we will submit a proposal revision memo to you, and a revised additional fee must be agreed to by both parties before further work proceeds.

Author's alterations and other copy changes requested after layouts or mechanicals are completed are billed at standard hourly rates.

## 4. Overtime

Estimates are based on a reasonable time schedule, and may be revised to take into consideration your "Priority Scheduling" requests requiring overtime and weekends. Knowledge of your deadlines is essential to provide an accurate estimate.

## 5. Nature of copy

CLIENT agrees to exercise due diligence in its direction to us regarding preparation of materials and must be able to substantiate all claims and representations. You are responsible for all trademark, servicemark, copyright and patent infringement clearances. You are also responsible for arranging, prior to publication, any necessary legal clearance of materials we prepare.

## 6. Errors and omissions

It is the CLIENT'S responsibility to check proofs carefully for accuracy in all respects, ranging from spelling to technical illustrations. ANV is not liable for errors or omissions. Your signature or that of your authorized representative is required on all mechanicals or artwork prior to release for printing or other implementation.

## 7. Property and supplier's performance

ANV will take all reasonable precautions to safeguard the property you entrust to us. In the absence of negligence on our part, however, we are not responsible for loss, destruction or damage or unauthorized use by others of such property. We will use our best efforts to ensure quality and timely delivery of all printed (offset, silk-screened, embossed or otherwise reproduced) pieces. Although we may use our best efforts to guard against any loss to you through the failure of our vendors, media, or others to perform in accordance with their commitments, ANV is not responsible for failure on their part.



If you select your own vendors, other than those recommended by us, you may request that we coordinate their work. If at all possible, we will attempt to do so, but we cannot in anyway be held responsible for quality, price, performance or delivery.

### **8. Rights of ownership**

Once a project has been delivered by us and is fully paid for by CLIENT, ANV will assign the reproduction rights of the design for the use(s) described in the proposal.

We reserve the right to photograph and/or distribute or publish for our firms promotional and marketing needs any work we create for you, including mock-ups and comprehensive presentations, as samples for our portfolio, firm newsletter, brochures, slide presentations and similar media.

### **9. Term and termination**

The term of this agreement will continue for work in progress until terminated by either of us upon thirty (30) days written notice. If you should direct us at any time to cancel, terminate or "put on hold" any previously authorized purchase, we will promptly do so, provided you hold us harmless for any cost incurred as a result.

Upon termination of this agreement, ANV will transfer to CLIENT all your property and materials in our control and for which you have paid. CLIENT will indemnify and hold ANV harmless for any loss or expense (including attorney's fees), and agree to defend ANV in any actual suit, claim or action arising in any way from our working relationship. This includes, but is not limited to assertions made against CLIENT and any of its products and services arising from the publication of materials that we prepare and you approve before publication.

### **10. Production schedules**

Production schedules will be established and adhered to by both CLIENT and the ANV, provided that neither shall incur any liability, penalty or additional cost due to delays caused by a state of war, riot, civil disorder, fire, labor trouble or strike, accidents, energy failure, equipment breakdown, delays in shipment by suppliers or carriers, action of government or civil authority, and acts of God or other causes beyond the control of the Client or the Designer. Where production schedules are not adhered to by the Client, final delivery date or dates will be adjusted accordingly.

### **11. Project cancellation**

A project is cancelled if the client does not respond to request for feedback, or correspondence within 60 days. ANV will retain all deposits and payments made up until the time of cancellation regardless of work done, and may issue an invoice for any work carried out over and beyond the amount already paid.

### **12. Additional Material**

It is common that the use of additional materials may become necessary during the design process. Stock photography or commercial fonts are often used and are purchased commercially for your designs by ANV. In the event that stock photography or a requested commercial font is required, a price per picture and per font will be applied to the final design fees, and is payable in addition to design services. Fees for additional materials vary, and ANV reserves the right to alter fees as necessary.

