

## TERMS

### CLIENT SATISFACTION

It is extremely critical that all clients of THE FAE GROUP are 100% satisfied. THE FAE GROUP focuses on repeat and referral business. Client satisfaction is taken very seriously and client feedback is valued and thoroughly evaluated. Most of our clients feel very comfortable referring friends, colleagues and peers and we value this reputation.

### THE PROCESS

Client will be emailed a client questionnaire form which they will complete and return to THE FAE GROUP. Upon receipt, a designer will review and contact client discuss project scope in detail. A conversation will take place discussing goals and objectives. Designer will then generate a fee agreement and email to client. Upon receipt of fee agreement and 50% down payment, the client is presented with design options (average of 6 for logo design), pending project type selected and estimate given. Per client request, additional options can be added to estimate and charged on a per hour basis. The client and designer will discuss these options in detail and make appropriate decisions as to the direction of the piece. Based on these decisions, designer will complete the layout/related work and present the final piece to client for approval. Minor revisions are anticipated (1-2 rounds) at this point but major design/content changes may be beyond the scope of the estimate. Final client approval is then given to THE FAE GROUP, final design fees are paid, printing fees are determined and final documents are produced and shipped to client (if applicable).

### PROJECT ESTIMATES

THE FAE GROUP makes every effort to be accurate and complete in all project estimates. To estimate a projects cost accurately, it is important for the client to be as prepared as possible with the final written copy and to have a clear intended purpose for project requested. Depending on the size and type of work, projects may be billed hourly or as a project lump sum fee. Client must provide finalized text and written material and may provide photographs and illustrations owned by client for graphic projects. If it is necessary to go beyond the allocated time, the client will be notified in advance as the time approaches. This happens only in the case where the client requests excessive changes. All additional time is billed hourly. THE FAE GROUP can create custom illustrations and photography for any project and these services will be billed in addition to the design and layout fees. Artwork/illustrations/photographs used from stock images may be chosen by the designer with client approval and charged to the client.

### PRICING & PAYMENT TERMS

Projects are billed hourly or by individual project package rate, depending on the scope of work. Specific fees and terms will be detailed in your fee agreement and 50% down payment is due to receive first proof. To receive a fee agreement you must complete and submit the client questionnaire. Invoices are due upon receipt unless otherwise noted/arranged and fees are non-refundable. Payment is to be made by check. A fee will be issued for all returned check. Credit cards, if accepted, are not to be charged back. Once final payment is received by THE FAE GROUP, artwork becomes possession of the client.

### PROOFREADING

THE FAE GROUP does not include trained proofreaders, and while every effort will be made to ensure accuracy, it is recommended that the client hire a professional proofreader BEFORE the job goes to press.

### POSSIBLE EXPENSES

The following is a list of possible standard expenses that clients should be aware of: Standard Expenses for Print Projects: 1.) Royalty fees/usage rights for photographs or illustrations, if used. 2.) Major revisions requested late in the design process. 3.) Time for designer to check proofs & time on press, if not included in estimate. 4.) Hiring a proofreader. 5.) Printing fees. 6.) Proofs & color outputs. 7.) High resolution image scanning, required for color printing. 8.) Disks, shipping & courier fees outside of normal fees included in fee agreement.

### PROOF APPROVALS

The CLIENT will be ultimately responsible for final approval of all final proofs. It is important to make all final corrections BEFORE the files go to the printer to avoid delays and excess fees. Designer cannot be liable for any final proofs approved by client and released to printer.

### PRINTING

Printing fees, if required, are generally billed in full to client prior to placing order with the printer. THE FAE GROUP prefers to work with their printers but will gladly collaborate with a client's choice printer as long as they are technologically compatible and current. Extra design fee may be applicable with use of different printer. The designer's time to oversee printing and to approve proofs is billable, if not included in estimate. If clients choose to oversee printing themselves, there is no print management fee, but THE FAE GROUP will not be responsible for the quality of print jobs not managed by the designer.

### COPYRIGHT OWNERSHIP

Under U.S. copyright law, the designer is the owner of all files and artwork created for the client, and client shall be the owner of the end product (i.e. a printed brochure) once final payment is received by THE FAE GROUP. Release of electronic files to the client is at the discretion of the designer. Copyright ownership may be transferred for a flat fee via a "copyright transfer" contract. Obtaining trademark ownership is the responsibility of client, not THE FAE GROUP.

### LOGO RESEARCH / LEGAL

Please note that THE FAE GROUP does NOT offer or provide logo research or any registration services. An attorney is recommended for this detailed and complex service. THE FAE GROUP does not assume responsibility or any liability in the event that a name, slogan, tagline or design conflicts in any way with an existing name, slogan, tagline or design. If this situation arises, we will provide adequate time at our expense to alter the logo in such a way that it no longer conflicts. This may be done up to six months from completion of the original logo. It is highly advisable that clients research and register their selected company name with the US Patent & Trademark Office, by themselves or through a trademark attorney, and with their state/province, before proceeding with design services. The name should be thoroughly researched to ensure there are no similar or exact names existing in the same industry. This is a recommendation to ensure efficiency, not legal advice.

### CLIENT WARRANTIES

Client warrants that their supplied properties (i.e. logos, images, etc.) will not knowingly violate any law or regulation, or infringe upon or violate the copyright, trademark, or other proprietary right(s) or confidential information of any third party, or violate any right of privacy. If these representations shall be untrue or this warranty is breached, client agrees to hold harmless THE FAE GROUP, as well as any of its' officers, directors, employees and agents, from any and all liability, damages, losses, claims, actions, judgments, and costs, including attorney's fees, arising as a result of any infringement upon the rights of a third party.

### PROJECT TERMINATION

If at any time client chooses not to complete their project then designer shall be compensated for all work to date.

### LIABILITY LIMIT

THE FAE GROUP'S liability for any job shall be limited solely to design fees paid. THE FAE GROUP will not be held liable for any consequential damages such as profit losses.

### PROMOTIONAL USE

THE FAE GROUP may reproduce any design, artwork or layout in promotional materials such as brochures, mailers, and on this web site. If you do NOT want your project(s) to appear in the THE FAE GROUP promotional materials please send a written request to the studio.