



SERVICE TERMS

Basic Design Rate. We are glad to provide a written estimate of projected costs for each project before they commence. For projects that are billed at a flat rate, a specific project scope will be provided that outlines the services and items included. Work beyond the project scope is subject to additional fees. Projects may also be billed at our hourly rate for design and development work. We recognize the need for budget control, and we will provide verbal or written reports on time as the project progresses. Billable time on projects includes all time spent directly on the Client's project, including: project research and development, Client consultations and meetings, design work, revisions, proof output, preparing and sending files to print, coordinating with sub-contractors, travel time, troubleshooting and communications (phone, email, and in person).

Contingency Costs cover elements of the project not covered by the contract and may include:

- ❖ Rush charges for projects with quick deadlines
- ❖ Charges for delayed payment (see payment terms)
- ❖ Charges for changes to the project outside the parameters agreed upon

Expenses are incurred when the project requires use of materials or vendors other than design work performed by EMPIRE ADVERTISING & DESIGN, LLC (Empire). Expenses may include:

- ❖ Printing, color proofs, film, extra paper (if not included in printing) and other pre-press production items
- ❖ Stock Photo and/or Clip art purchases specifically related to the project
- ❖ Shipping/pickup/delivery costs
- ❖ Website hosting & domain name registration fees (unless included in a package)
- ❖ Sub-contracting, other vendor costs & project management fees

Billing & Payment Terms. Unless otherwise negotiated, a 50% deposit of estimated project costs are due upon beginning a project and contract signing (\$100 minimum). Payment must be made before any work is started on a project. The balance of the project costs will be due upon project completion. For projects that exceed 30 days, Client will be billed on a monthly basis for time spent on the project during that month. Empire reserves the right to invoice Client at any time if project extends beyond projected completion date, or if the number of billable hours on the project exceeds the estimated project time. All invoices are due and payable upon receipt and must be paid UPON COMPLETION of project, unless otherwise specified in the contract. Preferred payment is by check payable to Empire. A penalty for late payment will be assessed as follows: 1.5% of unpaid balance per month overdue. If collection becomes necessary, Client is responsible for reasonable collections and attorney fees.

Project Deadlines and Rush Fees. We will schedule your project into our production schedule on a standard turn-around time unless otherwise requested. If you have a specific deadline for your project completion, you must make us aware of your deadline in writing. We will do everything we can to complete your project within your desired time line, however rush jobs are subject to rush charges for design, development and other services, as well as for printing.

Project Cancellation. Should Client or Empire stop the project at any time during the design or development period, Client will be invoiced for design work completed up to the point of termination at our standard hourly rates, plus any expenses. Cancellation fees may apply as determined by Empire.

Artwork. Upon completion of the project, and upon full payment of all fees due, Empire grants to Client the exclusive, perpetual and worldwide right and license to use, reproduce, and display the Final Art in connection with the Project as defined in this Proposal and in accordance with the terms and conditions of this Agreement. Upon payment, Empire will provide Client with Final Art in PDF, JPG, TIFF, EPS or other digital and/or printed format per Proposal. ***Empire retains all rights to the native working files and source code.*** Unless otherwise negotiated in advance, Client may elect to purchase the native working files from Empire at the industry standard rate of 300% of the final design fee set forth in the Proposal.

Confidential Information. Each party, its agents and employees shall hold and maintain in strict confidence all Confidential Information, shall not disclose Confidential Information to any third party, and shall not use any Confidential Information except as may be necessary to perform its obligations under the Proposal except as may be required by a court or governmental authority. Notwithstanding the foregoing, Confidential Information shall not include any information that is in the public domain or becomes publicly known through no fault of the receiving party, or is otherwise properly received from a third party without an obligation of confidentiality.

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