

## TERMS OF SERVICE

**Fees:** Sparks Arts hourly shop rate is currently \$65 per hour. Any estimate given for an entire job will be based on our hourly shop rate, and the number of hours projected to complete. First-time clients require 30% deposit before work will commence. Deposits are non-refundable.

**Rush:** Standard work will be completed in the order received. New work will fall in line with jobs already accepted. Sparks Arts may accept RUSH jobs if work load permits, with additional RUSH fees negotiated depending on amount/complexity of work and deadline. RUSH fees will be no less than 150% of standard rate.

**Estimates:** Cost estimates are based on work as defined and discussed at initial consultation. Subsequent additions or changes will incur additional charge at the hourly rate. Client will be notified when work beyond the original estimate is requested/required and an estimate for the additional work will be provided. Additional work will not proceed until Client approves amended estimate in writing. E-mail from Client is acceptable form of documentation.

**Payment Schedule:** First-time clients require a 30% deposit before work will commence. Projects requiring less than one month will be billed upon completion. Projects taking longer than one month will be billed monthly, effectively spreading Client's expense over a period of time. Any deposit will be applied to work completed first. Itemized invoices will be provided monthly.

All invoices are due and payable within thirty days of invoice date. Overdue balances will incur interest at the rate of 1.5% per month (18% per year) until paid in full, and future invoices will become due on receipt. No additional work for client will proceed until past due invoice is paid in full.

**Progress of Work:** Client will be kept informed periodically of time spent on project in relation to the estimate provided. This information will be provided on monthly invoices unless Client requests more frequent updates.

**Proofs:** The Client will be consulted for approval of artwork as it is developed: for example, a website "look" or logo design. This is particularly important with artwork that will be printed. Sparks Arts makes every effort to ensure there are no errors. However, the Client bears final responsibility to approve artwork proofs in writing or e-mail before printing begins. Sparks Arts assumes no responsibility for errors in proofs approved by Client.

**Expenses:** Sparks Arts generally prefers Clients pay outside expenses directly to the service provider (such as printers, shipping, copyright registration, etc). However, if Client desires, Sparks Arts may front such expenses for a negotiable fee. Client shall advance 50% the estimated expenses (in addition to deposit, if any) before outside work begins, and must pay balance within 21 days of vendor's invoice.

**Cancellation of Project:** In the event of project termination by Client, ownership of all related artwork completed shall be retained by Sparks Arts, and a cancellation fee equal to all work performed up to the termination will be billed to Client and is due upon receipt. Deposits are non-refundable.

**Ownership:** Client will receive ownership of all developed artwork and designs once services are paid in full. Until such time, Sparks Arts retains ownership of all original artwork and designs. Upon payment, digital files of all artwork/designs will be provided to Client. Sparks Arts will provide Client with full control of all third-party accounts created to complete assignment (website hosting, domain name registration, Google Analytics account, etc), including user name/password and other information required to access such accounts. Sparks Arts retains the right to use any and all artwork developed for project for the limited purpose of promotion and marketing.

**Releases:** Client shall indemnify Sparks Arts against all claims and expenses, including reasonable attorney's fee, due to uses on which no release was requested in writing or for uses that exceed authority granted by a release.

**Arbitration:** Any disputes in excess of \$1,500 arising out of this agreement shall be submitted to binding arbitration before a mutually agreed upon arbitrator pursuant to the rules of the American Arbitration Association. The Arbitrators award shall be final, and judgment may be entered in any court having jurisdiction thereof. Client shall pay all arbitration and court costs, reasonable attorney's fees, and legal interest on any award of judgment in favor of Sparks Arts.

**Acceptance of Terms:** The signatures of both parties shall evidence acceptance of these terms and is required before work begins. Amendments to this agreement must be in writing and signed by both parties.

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Date

  
Sparks Arts

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Client / Company Name

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Contact Phone # / E-mail Address

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Authorized Signature

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Print Name and Title