

Dc Design House Inc. Terms and Conditions:

Thanks for agreeing to collaborate with the Dc team. There are just a few things we need to air before the fun begins. Please either sign and return, or reply via email that you have read and understand these conditions.

BILLING AND PAYMENT POLICIES

Our **invoices are due upon receipt** and as you'd expect, our **pricing doesn't include taxes**.

Our goal is to make your investment with us manageable. We appreciate your effort to keep your payments current and are always open to discussing other billing and payment arrangements with you if required, before your project starts.

Interest may be charged at 2% per month (26.824% per annum).

Depending on the project scope and timeline, we provide services at: **flat fee budgeted project** rates; **hourly** rates; and **monthly** rates. We also provide **website billing** if need be. Please see below for details on each type of service.

We commit to our timelines and ask for the same commitment. When a project doesn't meet the deadline **additional** costs are incurred internally on management and admin sides. *If a delay on client provision or feedback lapses longer than 2 weeks, we open a special project for the team-time needed to keep things fresh and active. Time will be billed back, outside our approved scope, as we need to prevent abstraction and momentum in all we do. It's so important – hence this requirement.*

FLAT FEE BUDGET SERVICES

Our flat fee budget typically includes two rounds of edits: one in reply to our first proof, and one more before the final art phase. We will notify you before incurring additional charges if the project scope changes and requires further edits than those included in the budget.

Typically, budget services are billed twice: half due before the midway point, and half upon project completion. Additional payment solutions are available based on client needs.

If we have not received payment for the first invoice, we reserve the right to hold back files/products until payment in full is received.

HOURLY RATES

Where appropriate, our work can be completed at a rate of \$100.00 per hour and will be billed on a quarter-hour basis. Invoicing occurs upon completion of a project.

MONTHLY BILLING

Monthly billed services are invoiced once a month until appropriately terminated. If you wish to terminate monthly services with us, we require thirty (30) days' notice. If we terminate our services, we provide thirty (30) days' notice. Monthly billed services depend on the project timeline and scope and are to be agreed upon prior to project start.

EMERGENCY RATE

If a new project is expected to start and be completed within 48 hours, there is a 20% surcharge. The need for this surcharge will be discussed at the beginning of the project, and agreed upon prior to project start.

WHAT'S NOT INCLUDED

Our rates **do not include** purchase of: commissioned illustrations; photography or stock images/audio; image retouching; image scanning; copyright registration; postage/courier; in-house colour prints at \$1.10 per sheet; outsourced printing/production; and digital and/or social ad buys (e.g. Facebook Boosted posts, Google Adwords campaigns, etc.).

Before any project involving digital ad buys, we determine to whose credit card the purchase will be charged.

OWNERSHIP AND COPYRIGHTS

All designs, artwork, and rights to these designs and artwork (digital or printed) remain the intellectual property of Dc Design House Inc. However, once payment is received in full, we release **final art** files to you and you will own those **final art** files outright, with full rights to use, copy, and reproduce them.

Dc Design House adheres to the latest industry standards, thus we do not release editable or layered files unless agreed upon, which incurs an additional charge to ensure the integrity of the file is maintained and to provide ease of use.

FILE RETRIEVAL

We are happy to send/resend final art files; however, if a file is requested beyond 90 days of original delivery, there is a \$50 fee for us to pull your file from our backup server and send it to you for download.

LEGALLY SPEAKING

We strive to provide creative and original products. We would never knowingly infringe upon any copyright or trademark. In the event that you are challenged on the authenticity of our work or ideas, please let us know immediately. If we cannot prove originality in our working files, we will create a new product free of charge.

We are not responsible for legal fees on your behalf or any costs or damages in relation to an alleged infringement. If you wish to pursue trademark or copyrights, please engage a qualified lawyer. If our work requires the use of third-party branding materials, the client is to supply us with the third party's brand standards guide.

OUR RESPONSIBILITY TO AMEND

In the unlikely event that you find any other defects or problems in relation to the work and services provided to you, let us know within one month of the final invoice date, and we will do our best to rectify the problem within scope.

Looking Forward,



Don-E Coady (Creative Director) | Dc@DcDesignHouse.ca