

terms & conditions

These terms and conditions ("Agreement") are entered into by and between the client or business listed in the Contract Application and Ada Portillo, hereinafter referred to as the "Designer," and the client, hereinafter referred to as the "Client," collectively referred to as the "Parties."

1. services rendered

- a. The Designer agrees to provide design and marketing services including custom branding, graphics, marketing strategies, websites, etc., ("Services") as detailed in the project proposal or scope of work agreed upon by both Parties.
- b. Should the scope of work change via Client decision or unexpected factor, the Client must notify the Designer immediately and a new proposal and or Contract Application may be necessary before continuing any further work. Should the scope of work change via the Designer's decision or unexpected factor, the Designer will notify the Client immediately and a new proposal and or Contract Application may be necessary before continuing any further work.
- c. They Designer upholds the right to refuse or reject any requests that go against the ethical, legal, moral, personal, or industry standards of the Designer, local government, or other external body.

2. payments & fees

- a. The Client agrees to pay the Designer the agreed-upon fees as outlined in the project proposal.
- b. A non-refundable deposit of 15% of the estimated project cost is required before work commences. This deposit reserves the Designer's time and initiates the project. Once the deposit is received, work will commence 48 hours after, not including weekends or holidays.
- c. Billing invoices will be sent either on a bi-weekly or monthly basis, as agreed by the Client's preference.
- d. Billing invoices are due 72 hours prior to the next billing cycle.
- e. Prior to the release of final deliverables, all remaining or outstanding balances must be paid in full 72 hours in advance. Once final deliverables are received, the Client may receive a closing bill in the next billing cycle to cover any finalization of work, which will then close the project contract.
- f. Additional expenses such as stock photos, stock videos, commercial non-Adobe or non-Google fonts, domain names, website hosting, CMS platforms, print jobs, physical products, or other third-party services will be billed separately and are the responsibility of the Client. These additional expenses will be communicated to the Client prior to purchase.
- g. All physical product orders e.g., banners, stationery, brochures, custom merchandise, etc., that are managed by the Designer, will include an additional 10% management fee of the total order. The Client can choose to opt out of this service but will be solely responsible for the setup and quality control of all orders. Any additional Designer assistance will be billed at the Designer's rate of \$45/hr.
- h. Any work outside of the project scope or at the request of the Client, will be billed at the Designer's rate of \$45/hr.

3. revisions and changes

- a. The Designer will provide as many rounds of revisions to the Client based on the project scope which is listed under each service individually.
- b. Additional revisions or major changes outside the project scope will be subject to additional fees, mutually agreed upon by both Parties. Should the revisions begin to fall from the agreed scope, the Designer will notify the Client immediately.
- c. All changes after finalization of the project e.g., changing the hero image of a website, will be subject to the Designer's rate of \$45/hr. The only changes that are not subject to fees include: file format errors, broken files or pages, overlooked Client feedback or request, or non-confirmed changes not requested by the Client. These non-fee changes can only be requested 60 days after the final payment of the project; afterward, all changes will be billed at the Designer's \$45/hr rate.

d. Websites are covered by a 90-day guarantee for non-Client or design-related issues such as non-responsive pages, broken pages, connection issues based on back-end missing information, or other technical issues based upon the Designer's initial setup. This guarantee does not cover changes to functional or finalized designs, payment issues based on the Client's end, or any other third-party-related issues that would require the Client to contact the system's direct team.

4. project timeline

- a. The Designer will provide an estimated project timeline in the project proposal. The timeline is subject to change if additional features or revisions are requested. The Designer will notify the Client immediately should any major change to the timeline occur based on expected or unexpected factors.
- b. Delays in project completion due to the Client's actions, including failure to provide necessary materials or feedback, may result in extended project timelines. It is recommended that the Client monitor their preferred communication channel as listed in the Contract Application and respond no more than 72 hours after revisions are sent to stay on track for timely project completion.
- c. Any revisions or Client feedback will be incorporated into the design and will be sent back to the Client usually no more than 48 hours afterwards not including weekends or holidays.
- d. Failure to meet payment deadlines may also delay project timelines and or completion.

5. ownership & rights

- a. Upon full payment, the Client will have full ownership and rights to the final approved designs and deliverables for the intentions and sole purposes of the individual or company as named in the Contract Application or its directly related subsidiaries. The Client then becomes solely responsible for any claims, costs, and expenses or indirect, special, consequential, or punitive damages arising out of the use of the design work.
- b. The Client does not have the right to sell or re-sell any non-final approved designs or deliverables e.g. any additional logos shown during the initial rounds of designs. Should the Client take, use, sell, or re-sell any non-finalized or finalized work, the Designer may choose to sue the Client for an estimated loss of fees and attorney fees, terminate and stop any ongoing contracts or work, request final or complete payment of initially agreed project estimate, and refuse further communication with the Client, or directly related subsidiaries.
- c. The Designer retains the right to showcase the completed work in their portfolio and marketing materials. Should the Client wish to opt out of this term, the Client must fill out the Showcase Waiver Application (upon request) and pay the \$100 fee or 10% of the total estimated or billed invoices, whichever is greater, due to the associated loss of marketing ability to compete.
- d. The Client may not upload any finalized or non-finalized work to royal or licensing sites such as Shutterstock, Getty Images, iStock, Adobe Stock, Vecteezy, Unsplash, Pexels, Flat Icon, etc., where the Client would stand to make a profit outside of the agreed individual or business listed in the Contract Application.
- e. For designs where the Client stands to make a direct profit estimated over 300% of the proposal fee, a royalty may need to be included and will be added to the proposal and estimated fees listed.
- f. All websites by default include the Designer's logo or website link in the footer section.

6. confidentiality

Both Parties agree to keep confidential any proprietary or sensitive information shared during the course of the project which may include: credit card or accounting information, addresses, account names, business names (until finalization or release of the project, unless Showcase Waiver is signed), emails or contact information outside of already public materials, initial brand designs, competitor names, project status, or any other personal or non-professional related information.

7. conduct & expectations

Both Parties agree to show respect and professionalism to one other in both verbal and written communications. Harassment, stalking, verbal or physical abuse, negligence, endangerment, slander, inappropriate conversations, offensive or vulgar speech, and or other unprofessional, illegal, or

unethical behavior may result in termination of the agreed project and or other necessary actions such as a lawsuit or legal involvement. A warning in writing will be given upon initial encounter with the Client's inappropriate conduct, and correction to that behavior is expected in full.

8. termination

- a. Either Party may terminate this Agreement in writing for any reason. In the event of termination, the Client shall compensate the Designer for the work completed up to that point.
- b. If the Client terminates the project before completion, the Designer retains ownership of all original artwork and concepts, unless otherwise agreed upon.
- c. Any violations of the terms listed in this agreement may result in termination of the project. The Client will be notified immediately in writing or by phone call if a risk for or factor for termination arises.

9. indemnification

The Client agrees to indemnify and hold the Designer harmless against any claims, costs, and expenses arising from the use of the design work.

10. limitation of liability

The Designer will not be liable for any indirect, special, consequential, or punitive damages arising out of or in connection with the project(s).

11. governing law

This Agreement shall be governed by and construed in accordance with the laws of the Client's and or Designer's jurisdiction.

12. proposal & estimate validity

All proposals are valid for up to three months of the original submission date until signed. Once signed, proposal deposits must be fulfilled before five months of the original submission date. All projects are expected to be fulfilled within the estimated timeframe, but should the Client delay feedback, materials needed for the project, or place a hold on any project for a time longer than double the original timeframe, proposals and estimates will be subject to change.

By engaging the Designer's services and signing the Contract Application the Client acknowledges their understanding and acceptance of these terms and conditions. This Agreement constitutes the entire understanding between the Parties and supersedes any prior agreements, written or verbal.

contract application

This form is an agreement between the Parties involved, the terms and conditions, and the proposal estimate including timeline, expectations, and fees. Please fill the required portions of this application and return this Contract Application to Ada Portillo, at adaprt@gmail.com. Once received, you will receive an invoice for a 15% non-refundable deposit fee which will initiate the project.

** = required*

project manager information (should include the name of the person who will be responsible for the management, control, and or payment of the project)

*First Name _____ *Last Name _____

*Email _____ *Phone _____

business information (if applicable, should include the name, address, and phone number of the business attached to any design services to be received)

Business or Organization Name _____

Address _____ Phone _____

preferred invoicing method (please choose how you would like to pay invoices; invoices will be sent electronically and will show as an hourly progress rate to meet or stay under the project budget; method of payment can be updated at any time)

*Credit/Debit Card Cash/Check Zelle/Venmo/Cash App

**There will be additional 2.5% fee if you choose to pay by card.*

signed agreement

*I have read and agreed to the estimates listed in this proposal. *Initials* _____

*I have read and agreed to the terms and conditions. *Initials* _____

*Print Name _____

*Signature _____

*Date _____