



SFNdesign

Client Name: Project

Estimated Costs

Please see attached estimate for costs associated with the project for: Client Name (Project). Estimate is valid for 30 days from the date the estimate is sent. Project may be re-estimated if, upon receipt of all project elements, SFNdesign determines the scope of the project has been altered from the originally agreed upon concept. Printing fees will be paid directly to the printer and shall be estimated by the printer separately.

Payment Schedule

A deposit amount equal to 50% of the total estimate cost is required prior to execution of the project. The deposit is non-refundable and will be credited to the final invoice. Payment in full of the remaining balance is to be paid before delivery of the completed project. All invoices due upon receipt. Websites will be uploaded to SFNdesign's server for final sign off and only transferred to the client upon payment in full for services rendered. For all print work, payment in full of the remaining balance is to be paid before project will be submitted for final printing to the printer. Interest is charge after 15 Canadian business days at a rate of 1.5% per month (18% annually) on all overdue balances.

Permissions and Releases

The Client agrees to indemnify and hold SFNdesign harmless against any and all claims, costs, and expenses, including attorney's fees, due to materials included in the work at the request of the Client for which no copyright permission or privacy release was requested, or for which uses exceed the uses allowed pursuant to a permission or release. SFNdesign will inform the Client of any copyright issues as soon as they become known to SFNdesign and resolution will rest with the Client unless otherwise arranged in writing.

Reproduction of Work

Artwork and creative material supplied to the Client pertaining to this job may be used for the quoted purpose(s), and any additional usage must be released by SFNdesign and will be charged separately. Usage rights are only granted upon payment in full of all outstanding invoices pertaining to the project. Usage before payment in full may result in legal action. All quotes are estimated costs based on the expressed needs of the Client. Changes or additions not included in the original estimate may be charged separately. SFNdesign retains the rights to use the completed project and any preliminary designs for the purpose of design competitions, future publications on design, educational purposes and the marketing of SFNdesign as a business. Where applicable the Client will be given any necessary credit for usage of the project elements.

Rejection/Cancellation

The Client shall not unreasonably withhold acceptance of, or payment for, the project. If, prior to the completion of the project, the client observes any non-conformance with the design plan, SFNdesign must be promptly notified, allowing for necessary corrections. Each phase of the project will require the client's approval before completion and commencement of the following phases. Rejection of the completed project or cancellation during its execution will result in forfeiture of deposit and the possible billing of additional labour or expenses to date. All elements of the project must then be returned to SFNdesign. Any usage by the client for those design elements will result in appropriate legal action. The Client shall bear all costs, expenses, and reasonable attorney's fees in any action brought to recover payment under this contract or in which SFNdesign may become a party by reason of this contract.

The client may not unreasonably hold up the project. Any unreasonable hold up the project for more than 2 weeks will result in billing for total project value. Project may be started again within one month for original contract and billing. After one month the project will be re-estimated and billed under a new contract.

Disputes

In the event of a dispute on the terms of this contract all disputes will be resolved according to the law of the Province of BC.

Bugs and Warranty

Any bug for the project must be submitted with link to the relevant page along with which operating system and web browser (including version) the bug was found on. A description of how to reproduce the bug is also required. Bugs are not considered valid if OS, browser with version number, and description are not supplied.

Project code is warrantied against known best practices at the time of development. Code is warrantied against normal defects for a period of 30 days after project launch (and for the versions of the software the project was launched on). If software or plugin versions change and refactoring of code is needed it will be billed in addition to the original project estimate.

If software versions change during the development cycle extra charges may be incurred to accommodate new coding and functionality practices. SFNdesign will do it's best to anticipate these items and inform the Client.

The Client acknowledges that SFNdesign (and all companies) are continually learning and may complete the same project in a different manner at a later date. SFNdesign guarantees that all work will be done to the best of their ability at all times.

Completion/Delivery

The estimated delivery time of the project is 1 days from start date. Start date will be determined once all required design, theme elements, deposits and signed contracts are supplied to SFNdesign. The Client will assume any shipping or insurance costs. Any alteration or deviation from the specifications involving costs will be executed only upon approval from the client. Any delay in completion of the project due to actions or negligence of the Client, unusual transportation delays, unforeseen illness, or external forces beyond the control of SFNdesign, shall entitle SFNdesign to extend the completion/delivery date, upon notifying the Client, by the time equivalent to the period of such delay. If, due to illness SFNdesign becomes unable to fulfill the project requirement by the deadline agreed to and the deadline ca not be moved the Client is entitled to all creative materials. The Client is entitled to find another designer to complete the work in the allotted time. The client will be billed for work to date and materials will only be released upon payment in full of that balance.

Browser Support

Browser support is defined as the newest versions of: Internet Explorer, Firefox, Safari and Chrome on all platforms that they exist. If support is required for other browsers it can be supplied hourly at the request of the client.

Project Acceptance

Acceptance of completed project must be provided in writing before delivery.

Acceptance of Agreement

The above and attached prices, specifications and conditions are hereby accepted. SFNdesign is authorized to execute the project as outlined in this agreement. Payment will be made as proposed above. You may agree to this contract by replying by email with "I agree to the terms and payment information provided by SFNdesign in the contract received on Monday November 29, 2010 for the total value of \$300 (CDN)." Payment of deposit will be taken as agreement to the terms listed herein.

Client Signature _____ Date _____

SFNdesign Signature _____ Date _____