



Terms and Conditions:

Designer prides herself in providing excellent customer service. That is the spirit of our agreement and the spirit of the Designer's business. To that end, we encourage input from the Client during the design process. The Designer understands that Clients may request significant design changes that have already been built to the Client's specification. To that end, please note that our agreement does not include a provision for "significant modification" or creation of additional designs in excess of our agreed maximum. If significant modification is requested after the project has been designed to the Client's specification, we must count it as an additional design. Some examples of significant modification at the request of the Client include: - Auxiliary versions of the agreed design not in the original agreement -Changing of significant elements within the design. Again, we strive to accommodate the needs of each Client and we maintain a liberal redesign policy. However, we cannot provide major redevelopment services at no charge.

Additional Expenses

Client agrees to reimburse the Designer for any critical Client requested expenses necessary for the completion of the project. Examples would be:

- * Purchase of specific photography at the Client's request.
- * Purchase of specific software at the Client's request.
- * Shipping and mailing charges. Stargate will provide Priority Mail delivery free of charge, otherwise if FedEx or UPS is required, Client

must be responsible for these charges.

Copyrights and Trademarks

The Client represents to the Designer and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to the Designer for inclusion in the Client's project are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend the Designer and its subcontractors from any claim or suit arising from the use of such elements furnished by the Client.

Ownership of Graphics

Copyright to the finished assembled work produced by the Designer and graphics shall be vested with the Client upon final payment for the project. This ownership is to include, design, photos, graphics, work-up files designed or purchased on behalf of the Client for completion of this project.

Nondisclosure

The Designer, its employees and subcontractors agree that, except as directed by the Client, it will not at any time during or after the term of this Agreement disclose any Confidential Information to any person whatsoever. Likewise, the Client agrees that it will not convey any Confidential Information obtained about the Designer to another party.

Payment Terms / Work Flow

A minimum deposit of fifty percent (50%) is required to commence work.

Once the 50% deposit is received by the Designer, basic design concepts will begin. Communication between the Designer and the Client is crucial during this phase to ensure that the ultimate design will match the Client's taste and needs. Upon completion of this stage, the Client will be asked to confirm acceptance for the basic design via e-mail or by signing a printed copy of the. Once this acceptance is received from the Client, the work necessary to complete the project will begin. Client should continually view comps and express their preferences or dislikes to the Designer. Upon completion of the project, an e-mail will be sent to the Client advising the Client that the work has been completed.

Final payment of the remaining fifty percent (50%) balance plus any additional charges incurred will be due. Full resolution files will be forwarded to the Client upon payment in full.

Cancellation: Cancellation of the project at the request of the Client must be made by email prior to 15% of the work being completed. In the event that work is postponed or canceled at the request of the Client, the Designer shall have the right retain 70% of the deposit. In the event this amount is not sufficient to cover the Designer for time (\$40 per hour) and expense already invested in the project additional payment will be due. If additional payment is due, this will be billed to the Client within 10 days of notification via email to stop work.

Acceptance of Proposal:

Both parties warrant that they have read and understand the terms set forth in this agreement. This agreement shall be governed and construed in accordance with the laws of the State of IL.

On behalf of the Client _____

Print _____

Title _____ Date _____

On behalf of the Designer _____

Print _____

Title _____ Date _____

Print this page, fill out credit card information and fax to: 618-988-8077

Visa - MC - AmEx No. and Expiration Date :

_____ Expires: _____

Billing Address _____

City _____ State _____ Zip _____

Phone Number for the card account: _____ - _____ - _____

Stargate Design - 212 S. 20th Street - Herrin, il 62948

P. 618-942-3901 Fax: 618-988-8077

www.stargatedesign.com