

This Agreement, is between **CLIENT NAME**, hereinafter referred to as the "Client", and Jacqueline Côté, hereinafter referred to as the "Designer" director of Flourish Design Studio. The Client and Designer hereby agree to the following terms and conditions:

PROJECT AGREEMENT & DELIVERABLES:

1. The Client wishes to hire the designer to provide Web Design and Development services and hereby agrees to the following project deliverables as outlined in formal proposal including:
 - 2 Initial home page design mockups
 - Two rounds of revisions after the initial design
 - Design and development of all website pages
 - Implementing special functionality outlined in proposal
 - Creation of a fully functional, responsive website
 - Training sessions for website editing and SEO basics
2. The Designer agrees to complete the project in accordance with the specifications outlined in this Agreement.
3. The Designer agrees to use a professional license of Elementor Pro for each website for a three year term. (A \$300 value)
4. Upon completion of the project the client will have a fully functioning website providing there are no unpaid balances.
5. By signing this contract the Client accepts that all work produced by the designer is to be used and promoted once the client has made final payment & received files.

PAYMENT:

1. The Client hereby agrees to pay the designer the sums indicated below:
 - 50% Non-refundable deposit of **\$TBD** to secure their slot
 - 50% Remainder payment of **\$TBD** due upon completion of the deliverables
 - **\$TBD** in total for the project deliverables as outlined in the proposal
2. Until the first deposit payment has been made by the client, the designer will not start or produce any work for the project. If the Client fails to pay the deposit within 14 days of the contract date, the agreed slot will be forfeited.
3. The preferred method of payment is by check, made payable to Flourish Design Studio and sent to: Flourish Design Studio, 6 Sunny Slope Road, Ithaca, NY 14850.
4. Clients who repeatedly fail to make payments on time (there is a 30 day grace period) may be asked to seek alternate arrangements for their design needs.

TERMINATION & CANCELLATION:

1. The Client can terminate this agreement before the deposit has been paid. Once the client pays the deposit & the designer starts working on the project, the deposit is non-refundable and the client will not be entitled to a refund.
2. The Client can terminate this project by providing no less than 14 days written notice to the designer. If the client wants to terminate this agreement for any reason, the client will be expected to settle any final payments for work already done by the designer which will be given in writing to the Client. The client will not be entitled to a refund. If the contract is terminated by the Client, all work legally belongs to the Designer unless otherwise agreed by the Designer. The client is not permitted to recreate the same design or ideas with any other Designer.
3. The client will be charged for any design work completed up to that point if the project must be suspended due to unforeseen situations in business or personal matters.
4. If the following circumstances arise the Designer can terminate the project immediately:
 - The Client fails to respond to the Designer emails or messages for 14 days.
 - The initial design style/creative direction agreed by the Client changes
 - The Client fails to pay the invoice by the due date
 - The Client is rude, disrespectful or makes offensive comments towards the Designer

- The Client has received several design options and solutions, but the Client is still dissatisfied and a resolution is not deemed attainable by the Designer.
5. In the unlikely event that the Designer falls ill, becomes unwell, or sustains an injury, rendering them unable to complete the work by the due date, the Client and Designer will mutually agree on the project's status and deliverables. If the agreed-upon time-frame is not acceptable to the Client, they have the option to terminate the project. In the event that no design work has been completed due to these unforeseen circumstances, the Client will receive a full refund of their deposit. The Client will also be billed accordingly for any work completed by the Designer up to that point.
 6. The Client agrees to pay all invoices within 30 days of receipt. *Ownership of final files transfers to client after final payment is received.*
 7. Late fees will be added monthly for past due accounts (minimum penalty fee of \$10/month past due).
 8. Note: If the timeline of your project changes after schedule approval, please contact Flourish as soon as possible so that a revised timeline can be arranged. Projects requiring rescheduling within one week of the agreed start date will be assessed a rescheduling fee, equaling up to the value of the time scheduled for the project. (To avoid this fee, please provide ample advanced notice if rescheduling is required.) Rescheduling fees are added to your project cost. Exceptions made for emergencies only.
 9. If a project deposit is made, but the client does not move forward with scheduling the project after being contacted by Flourish, that deposit will be forfeited after 1 year of non-activity.
 10. If the project becomes inactive because of client constraints, Flourish Design Studio reserves the right to bill for the time already spent on the project and will gladly return to the project when the client is ready. Please give ample notice to FDS should you need to place a project on hold to avoid additional rescheduling costs.

PROCESS & TIMELINE AGREEMENT:

1. Unless the Client and the Designer have reached a different agreement, the Designer provides a two-concept process, which grants the Client two initial concept ideas, subject to two revisions. If the Client requires additional revisions or if the Designer deems the work more complex than originally defined, extra charges will apply, and the Client will receive written notification of such charges.
2. A formal timeline will be sent in a separate email including milestones for each part of the project.
3. The Client hereby accepts the process and terms included in the formal proposal, including:
 - Project kick-off meeting
 - Initial design mockups
 - Client feedback on mockups
 - Final design approval
 - Development completion
 - Testing and quality assurance
 - Website launch
4. Work on the project starts **TBD** weeks after signed contract; and is to be completed by **TBD**.
5. The Designer further agrees to meet any milestones or deadlines specified in this Agreement.

CLIENT'S RESPONSIBILITY:

The Client hereby agrees to the following:

1. Provide all necessary final content, including text, high quality/high res images, and other media, according to the agreed upon schedule. Please note: if draft content is provided, revisions to draft content will be billed hourly.
2. The content must be provided in an editable format, such as Microsoft Word, email body, etc. Any time spent typing, reformatting content, or adjusting layout for content changes will be billed in addition to the time estimate provided.*
3. Review and approve deliverables within the specified timeline. You are an important part of the design process! Flourish is designing materials on your behalf, and your thoughtful feedback is essential for project success.
4. Provide access to any necessary systems or platforms required for the project, such as hosting, domain and other accounts related to the website development.
5. Make payments according to the agreed schedule The Client must turn up to all video calls and meetings on-time. If the client cannot make the appointment they must let the Designer know within 24 hours of the date. Failure to do so will push the project due date back and may result in project termination.

6. The Client accepts responsibility for proof reading all design materials, and the designer disclaims any liability for any faults or inaccuracies in the delivered deliverables. Once the project is complete and invoices have been paid, there will be an extra fee if the Client finds a mistake and requests revisions.
7. The Client acknowledges that the Designer is not an expert in all cultures, belief systems, and symbolism. If the Client becomes aware of any symbolism, meaning, or connotations within the design that were not previously disclosed and that they find objectionable, the Client must promptly notify the Designer in writing, specifying the concerns. The Designer will work to address and modify the design during the design process to resolve the issues without additional cost to the Client. However, once the project has been signed off by the Client and the final payment has been made, any subsequent concerns related to unintentional symbolism or meaning will be subject to additional costs for the Client, and the Designer shall not be responsible for post-sign-off modifications or revisions related to such concerns.
8. The Client must provide feedback on designs sent by the designer according to the projet schedule and failure to do so will push the project due date back, increase project cost, and may result in project termination. If the designer has to chase the Client more than two times and they fail to communicate the contract will be automatically terminated and all payments for completed work will be billed directly to the Client.
9. The Designer cannot transfer font licenses to the Client. The Client must purchase and pay for their own font licenses to use it commercially. It is not the Designer’s responsibility to pay or provide the font file to the Client.
10. Flourish Design Studio will generate the project schedule. It is the Client’s responsibility to add milestones and dates to their own calendars so that they are completed on time. Any delays brought on by Client failure to adhere to the project timeline are not the Designer’s fault. If the Client requires more work, or resumed work, to be completed on a rush order that results in the designer making accommodations in their schedule that go beyond typical work hours, then there will be an additional charge at a rush rate, and only accepted based on the designer’s availability. The cost for a rush order will be disclosed in written form to the Client.
11. The Client will pay for any special stock imagery, graphics, fonts, or plugins that are required for completing the project.
12. Travel time may be billed for meetings scheduled out of the Flourish Design Studio office or Zoom.

OWNERSHIP, RIGHTS & CONFIDENTIALITY

1. Until final payment has been made by the Client, the Designer has full ownership rights of all designs and concepts and files and the Client has no rights to use the designs.
2. Upon full payment, Client will own the rights to the final website design and content. Designer retains the right to use the work for portfolio purposes.
3. Any and all confidential information communicated with the Designer during the term of this Contract will remain the property of the Client. The designer is not the owner of this confidential information and is not permitted to use it for any purpose other than providing graphic design services. Following project completion & full payment the Client will own the final design deliverables and the designer agrees to assign all rights, title, and interest in the Brand Design and any related materials to the Client.
4. Unused concepts, ideas, materials, logos and designs created during the process and which are not included in the final deliverables, remain the full ownership of the Designer & cannot be shared or used by the Client.

LIMITATION OF LIABILITY

1. Any damages resulting from any provision of this agreement, including but not limited to lost revenue, anticipated profit, lost business, or delay expenses, shall in no event be the responsibility of either party to the other party or any third party.

FLOURISH DESIGN STUDIO INC (DESIGNER)

(CLIENT)

Full Name: Jacqueline Côté

Full Name: _____

Signed: Jacqueline Côté

Signed: _____

Date: May 29, 2004

Date: _____