



# Terms & Conditions

## Graphic Design Contracted Agreement

This agreement (the “Agreement”) is made on “Date” by and between the “Client” and the “Designer.” In consideration of the mutual agreement made herein, both parties agree as follows:

**Work:** Media GPX agrees to produce project materials (the “Work”) at the request of the client for fees agreed upon in advance and delivery of the Work by an agreed-upon deadline. As long as client provides designer with all information, items, images and materials needed to do so within allotted time frame. Media GPX agrees that he will be the sole author of the Work, which will be original work and free of plagiarism. Media GPX will cooperate with Client in editing and otherwise reviewing the Work prior to completion and launch. The client is allowed up to three revisions of a Logo and or design. After the third revision, each additional revision is \$35 per change. After the client has selected one of the proposed designs will be responsible for completing additional research to further develop the chosen idea and completion of the remainder of the clients project. The client will be given the right to final say on all colors, fonts, text and images used in the final design. Information provided for flyer designs that require us to physically type out the text will result in a additional \$25 fee that must be paid prior to the design being released. If a flyer has to be redesigned due to lack of prior information given it will also result in a additional \$25 fee. Once you post your flyer on any social media network it is not permitted to receive any additional changes unless a editing fee of \$25 is paid.

**Time Frame To Obtain Materials:** The client has a time frame of obtaining materials for the project and/or service requested. Any and all information should be sent through email at [mediagpx@gmail.com](mailto:mediagpx@gmail.com) Any details regarding a order sent through any social media platform such as Instagram, facebook, etc. will be null and void. If all material needed for the project and/or design is not provided Media GPX 30 days following the initial date of the signed agreement the contract is subject to one of the following:

1. Termination with no obligation of refund or services rendered.
2. Standard turnaround time restarts from the time all material is confirmed to be received by the designer.

3. Special instructions or permissions that must be approved and documented by the designer to be valid.

**Confidentiality:** Media GPX acknowledges that he may receive or have access to information which relates to the Client's past, present, or future products, vendor lists, creative works, marketing strategies, pending projects/proposals, and other proprietary information. Designer Media GPX agrees to protect the confidentiality of the Client's proprietary information and all physical forms thereof, whether disclosed to Media GPX before this Agreement is signed or afterward. Unless strict confidentiality is requested by Client in advance of the establishment of this contract, Media GPX can display materials and final work created for Client on the Media GPX website <http://www.mediagpx.com/>

**Compensation:** Client agrees to pay a Media GPX 50% of the total project cost (minimum) before any services are provided, and the remaining 50% is to be paid before any workable files are delivered. If the parameters of the Work change, or if it involves more time than estimated, Media GPX will inform Client and they can renegotiate the Work's cost. Media GPX is responsible for the payment of all federal, state, and/or local taxes with respect to the services he performs for the client as an independent contractor. The Client will not treat Media GPX as an employee for any purpose.

**Client Approval:** Upon acceptance of the Work, Client accepts responsibility for any further processes in which this work is used (e.g. film outpost, printing, etc.) Media GPX is not responsible for errors occurring in this work or projects related to this work after acceptance of the Work by the Client. If client post any work created by Media GPX on any social media platform they automatically approve the design.

**Cancellation:** Both parties understand that Client or Media GPX may terminate the service at any time if, for any reason, the relationship is deemed unsatisfactory by either party. Upon written or verbal cancellation, Client is responsible for payment for all expenses incurred and any work done towards the completion of the project based on the percentage of the project completed that is determined by Media GPX. Should Client cancel the project following its completion, Client is responsible for full payment as per the agreed upon estimate plus all expenses incurred. In the event of cancellation, Media GPX retains ownership of all copyrights and original work created.

**Refund:** There are absolutely NO refunds on any design work that has been started on or issued out --**IMPORTANT**-- ANY PERSON PURSUING TO GET A REFUND OR PROCEED WITH THE PROCESS OF OBTAINING A REFUND AFTER WORK HAS BEEN STARTED ON OR ISSUED OUT WILL HAVE THIS CONTRACT VOIDED AND ALL SERVICES ORIGINALLY APPLIED FOR WILL NOT BE OBLIGATED TO BE COMPLETED UNLESS OTHERWISE STATED BY THE COMPANY OWNER REQUEST. ANY

CHARGEBACK/REFUND CASES OPENED PER CLIENT ACTION IS SUBJECT TO LOSING ALL RIGHTS TO DESIGNS OR PAYING A MINIMUM OF HALF OF THE ORIGINAL COST OF THE WORK ORIGINALLY ORDERED.\*\*\* At any point in time if the client decides they no longer want the package they have purchased they are welcome to decline further services but no refund will be issued and the contract will be void, once client has agreed to not continue services rather it be verbally or in writing.

**Acceptance of Terms:** Client promises to pay for the services rendered by Media GPX for the Work as agreed upon. By signing below, Client agrees they have read, understood, and are considered legally bonded to these terms.

**Client Electronic Signature** \_\_\_\_\_ *(Attached to Order form)* \_\_\_\_\_

Media GPX