



TERMS & CONDITIONS
FragosTech.com
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559-977-8566

PRICING and PAYMENT:

Projects are billed hourly for time, materials and expenses. Invoices are monthly. Payment is due within 15 days of invoice date. A 5% monthly service charge is payable on all invoices over 30 days. There will be a \$25.00 fee on all returned checks, plus any additional bank fees. Client assumes responsibility for all collection and legal fees necessitated by default in payment. Client will have the opportunity to review work in progress.

EXPENSES:

Expenses expected to be above \$50 will be discussed with the client. The client shall reimburse myself for expenses arising from this project, including but not limited to: photography, fonts, hi-res scanning, digital proofs, production expenses, long distance, postage, travel, sales tax (when applicable), messenger services, shipping, hiring of contract writers/designers, software, web hosting, and printing fees. Mileage may be billed at the IRS mileage rate (48.5¢/mile in 2007).

APPROVALS:

The client will be ultimately responsible for final approval of all comps. It is important to make all final corrections before the project goes live to avoid delays and additional fees. I am not liable for any work that has been final approved by the client and made live.

ORAL AUTHORIZATION:

Invoices will include (and the client shall be obligated to pay) fees or expenses that were orally authorized.

COPYRIGHT RESPONSIBILITY:

It is the sole responsibility of the client to ensure that any intellectual property (artwork, code, etc.) that they provide is owned by them in accordance with copyright laws. I cannot be held responsible for any copyright violations or resulting fees due to assets provided by the client. Likewise, I am responsible for any intellectual property I supply.

CREATIVE/INTELLECTUAL PROPERTY:

Under U.S. copyright law, I retain ownership of the *original* artwork pieces created for the client, although the client shall be owner of the final product/implementation (i.e. website). The original artwork may not be reproduced without consent from me.

All code parts produced during the work relationship shall be owned by myself and may be reused in future projects, although the actual implementation (website, web application, etc.) of that code is solely the client's, and I shall not reproduce that same final implementation elsewhere. The client reserves the right to reuse, modify, transfer, or sell their implementation although the code itself cannot be resold without consent from me.

LIMITATION OF LIABILITY:

I cannot be held liable for any consequential or special damages, such as profit losses.

PROMOTIONAL USE:

I may reproduce any design, artwork, or layout in promotional materials such as brochures, mailers, and websites, unless otherwise requested by the client. I may use the completed project and any preliminary designs for the purpose of design competitions, future publications on design, educational purposes, and the marketing of myself. Where applicable, the client will be given any necessary credit for usage of the project elements.

LEGAL FEES:

Client shall bear all costs, expenses, and reasonable attorney's fees in any action brought to recover payment under this contract or in which I may become a party by reason of this contract.

AUTHORIZATION:

You are stating that you are a legally authorized representative and are committing to pay for all fees incurred in the production of this project and that you agree to the Terms laid out here.

Client/Date