

Note:

*Presutti Design may revise or remove any section of the following pages as needed.
This document acts as a means to protect both the client and the designer.
Latest Revision: 12-18-19.*

STATEMENT OF WORK (SOW)

This Statement of Work Agreement by and between Presutti Design (“Designer”) and the (“Client”). Client wishes to hire designer to provide services relating to clients graphic design needs detailed in this agreement. Designer has agreed to provide such services according to the terms of this agreement.

Entered into on [date]

Final delivery scheduled for [date]

Parties:

Designer
Presutti Design
ashley@presuttidesign.com
832.495.1066

Client:
Name/Business:
Email:
Phone:

Services & deliverables to be performed by Designer:

Formal contract continued on Pg 2.

FORMAL CONTRACT

A. Payment Terms:

1. **Fixed Payments:** Paid-in-full. The designer will not provide drafts, concepts, or files of any kind until both signed contract & payment is received. Additional Accruals may be charged at the close of a project, and before final delivery

2. **Milestone Payments:**

- a. 50% of the full price before work begins
- b. Remaining 50 % of full price + any additional accruals that may have been formed between start and delivery.

3. **Additional Accruals:**

- a. Additional Revisions or change in work that differ from what was originally stated will incur a charge.
- b. Materials/Shipping/Handling
- c. Rush priority, or a change in deadline
- d. Late Payments

4. **Hourly Rate:** Projects are based on expertise & needs rather than hours..

5. **Payments:** Must be handled electronically through HoneyBook.

B. Cancellation/Termination>Returns Terms:

1. **Due to the custom nature of most services, returns and exchanges are not accepted.**

2. **Start of Work And Cancellation:** Client reserves the right to not move forward with the project should they decide to not use the Designers services. **Once the contract has been signed by the Client, the first payment is received,** only then will the Designer assume permission to begin work. Should the Client change their mind and wish to cancel they will be charged on the following:

- a. **Based On Fixed Payment:** No refund.
- b. **Based On Milestone Payment:** No refund. Remainder payment not due.
- c. **Details**
 - i. **NO** files or work will be delivered to the Client. The designer has full rights to resell art
 - ii. **Due to the time, scheduling, missed work opportunities, and transaction fees, a refund will not be permitted.**

C. Deadlines

1. Deadline is the **absolute final day** the client must receive art in “hand”. **This does NOT include printing/delivery time.** The designer may revise deadlines and has the right to deny work if it does not fit the timeframe..

- a. **The client MUST provide an accurate timeline to the designer including all pertinent dates** that still allows for any revisions, proofing, printing, shipping, handling, or room for error.

D. Communication:

1. Designers Office Hours

- a. Monday – Thursday, 12–1pm, 6–9pm CST
- b. The designer may change hours for personal reasons or Holidays.

2. Phone calls are by appointment only.

3. **All needs MUST be provided in writing via email.** The client is responsible for fully communicating the needs of their project to the designer before work begins and during reviews.

4. **Timely feedback:** The client is responsible for providing timely responses to avoid missed deadlines and is aware of the deadline will be affected by delayed input.

E. Ownership of Art:

1. All art is property & copyright of Presutti Design.

- c. Files are for personal use only, or for the use it was intended for their business. Art may not be commercially reproduced, resold or distributed.
- d. **Licensing:** Art intended for use by the client/business to gain a profit will be charged a licensing and/or royalty fee/payments. **The client MUST disclose the intended use of the art before work begins.**
- e. Any acts of misuse will be handled legally.
- f. Giving credit when available via website/social shout out is appreciated by the designer.

2. **Designer Sharing:** Presutti Design may feature work created for you on their website or social media channels.

F. Final Deliverables:

1. **Digital Art:** Flat non-transparent JPGs, transparent Tiffs, and PDFs are the common file types you can expect.. No original or working art files will be provided unless agreed upon.

2. **Self Printing:** The client is responsible for finding a printer and paying for any prints/materials they may desire. The designer is not responsible for sending art to print, or how the printed result may look. The client should always research printers and ask for paper samples or color test before committing to a final print.

3. **Shipping/Handling:** Client is responsible for any shipping or handling fee they may incur through self printing.

2. **Physical Items:** Client MUST disclose in their initial inquiry if they require physical art/samples/printing. The client will be charged the necessary fees for printing/materials/shipping/handling.

a. **Claims Period:** Claims for defects/damages must be made in writing within one (1) day, or twenty-four (24) hours after delivery of any item. Failure to make such claim within the stated period shall constitute irrevocable acceptance. Items will be shipped as properly as possible to avoid any mishaps.

b. **Exclusions:**

- i. Personal opinion. See section G.
- ii. The designer is not responsible for shipping delays or product mishandling caused by postal service (including FedEx, UPS, USPS, or any other mail courier service.)
- iii. The designer is not responsible for acts of God: Inclement weather, flooding, fires, transportation accidents, or any other incident out of their control.

G. Proofing of Final Product:

1. The designer shall make every effort to ensure the final product is free of any grammatical, spelling, and design errors before giving the final product to the client. It is the client's responsibility to ensure that information is correct, design is as desired, and free of errors in the final product. It is agreed that the designer is not responsible or held liable for any errors contained in the final product after the final product has been committed to print or posted in view of the public.

a. The designer will provide a production agreement for the client to sign confirming the work is finished with their approval.

2. Colors may vary depending on your screen calibration. It is recommended to always view art on a desktop/laptop computer rather than a cell phone or tablet. Always be sure to fully open the document file, rather than viewing it in preview mode from email or file browser.

I, the client, have read in full, understand the details, and will comply with the terms listed on pages 1 – 4 in this graphic design contract.

Client:

Signature

Name

Date

Designer:

By: Presutti Design

Name: Ashley Presutti Beasley

Title: Designer & Owner
