

DESIGNER AGREEMENT

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

WORK:

The Designer 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. Designer agrees that he will be the sole author of the Work, which will be original work and free of plagiarism. Designer will cooperate with Client in editing and otherwise reviewing the Work prior to completion and launch. All designs go through a series of "sample designs" until a final design is agreed upon. Upon agreement of final design, a final proof approval will be sent via the cloud (or presented in person) prior to file files being delivered or sent to printing. After proof approval by Client, if additional proof are requested, and additional \$50 fee may be imposed.

CONFIDENTIALITY:

Designer 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 agrees to protect the confidentiality of the Client's proprietary information and all physical forms thereof, whether disclosed to Designer before this Agreement is signed or afterward. Unless strict confidentiality is requested by Client in advance of the establishment of this contract, Designer can display materials and final work created for Client on the Designer's websites and social media. At no time will 5280 Marketing sell client information or resell Clients final designs.

COMPENSATION:

Client agrees to pay Designer 100% of the total project cost before any services are provided, design process begins at payment receipt. If the parameters of the Work change, or if it involves more time than estimated, Designer will inform Client and they can renegotiate the Work's cost. Designer 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 the Designer as an employee at any time for any purpose.

An estimate will be submitted to Client. Upon estimate approval, an invoice will be sent and may be paid via Credit Card, PayPal, VENMO, ZELLE, Check or Cash.

LIABILITY:

At no time does 5280 Marketing assume liability for claims made by Client. Client does not hold 5280 Marketing liable for errors or omissions after final proof approval.

CLIENT APPROVAL:

Upon acceptance of the Work, Client accepts responsibility for any further processes in which this work is used (e.g. digital distribution, printing, etc.) Designer is not responsible for errors occurring in this work or projects related to this work after acceptance of the Work by the Client via a proof approval. Client owns the rights to the design(s) and 5280 Marketing Reserves the right to use the design for marketing purposes.

ALL projects require a digital or in person final proof approval from client. A digital proof approval will be sent electronically to client for final approval and is required prior to beginning production. Once final proof approval is submitted, project is sent to production and cannot be changed.

PROOF APPROVAL DISCLAIMER AS APPEARS ON FINAL PROOF APPROVAL:

5280 Marketing assumes no liabilities for any spelling, color, image quality, or design errors.

By signing, I (client) agrees to the above terms. I (client) have verified that spelling and content are correct. I (client) am satisfied with the document layout, color, design and image quality. I (client) understand that my document will print as it appears here, that I (client) cannot make any changes once my order is placed and that I assume all responsibility for typographical errors. I (client) accept responsibility for image quality supplied at design and will reproduce in the quality supplied at time of design. 5280 Marketing assumes NO LIABILITY for image quality of client supplied images. 5280 Marketing, llc. assumes no liability for print products from outside printers.

5280 Marketing llc., DOES NOT guarantee delivery dates at any time.

Additional proofs may be invoiced at \$50.00 per proof if applicable.

5280 Marketing reserves the right to use sample & final artwork as design samples for marketing purposes.

CANCELLATION:

Both parties understand that Client or Designer 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 Designer. 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, Designer retains ownership of all copyrights and original work created. Designer will retain 50% of paid amount at a minimum.

ACCEPTANCE OF TERMS:

Client promises to pay for the services rendered by Designer for the Work as agreed upon. By agreeing, client agrees they have read, understood, and are considered legally bonded to these terms.

REFUNDS (IF APPLICABLE):

Refunds will be as agreed upon by Client and Designer. 50% refund prior to proof approval. No refunds after final proof approval and send to production. Payment in full to begin design process.

Misprints - They happen, although rare. In the event of a printer misprint, 5280 Marketing will work with the printer to resolve the issue as quickly as possible. 5280 Marketing is not liable for delays due to misprints.

Due to the current health crisis and natural disasters, unexpected delays may result in vendors postponing production or delivery, although rare. 5280 Marketing is not liable for vendor delays

In production or shipping.

Refunds may take up to 30-60 days. No refunds on website hosting or printing costs after proof approval at any time (if applicable).

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