

SANDPAPERDAISY STANDARD TERMS AND CONDITIONS

PAYMENT:

The Client agrees to pay half of the project fee upon signing the contract. Heather Landry will begin work when payment is received. The second half of payment is due when the final design has been approved by the Client. Upon receiving the final payment, Heather Landry will consider the project to be Paid in Full and will immediately deliver the design in high-resolution form suitable for printing. In the event that the Client requests additional work outside the scope of the original contract, the project will be considered Paid in Full by Heather Landry once any additional fees are collected.

REVISIONS:

This contract entitles the Client to submit up to two (2) sets of revisions without additional fees: an initial set and a final set. To ensure that the project is completed on schedule, the Client must send a detailed request for all revisions needed within five (5) business days of receiving the design preview. Delays due to failure of the Client to provide these revisions in a timely manner will not be held against Heather Landry.

If the Client requests revisions in excess of those provided for in the contract, Heather Landry's standard hourly rate of \$25/hour will go into effect and the Client will be charged for additional time spent. Heather Landry assumes no responsibility for additional expenses or delays incurred by any Client request that exceeds the terms of this contract.

DELAYS:

The Client agrees to allow more time for the project if Heather Landry becomes ill, is injured, or is delayed because of events beyond her control, including fire, theft, computer failure, and Acts of God. If excessive or unreasonable delay is caused, the Client has the right to terminate the agreement.

OWNERSHIP:

The final design belongs exclusively to Heather Landry until she is paid in full. In the event of termination of this agreement, Heather Landry owns the design and has the right to complete, exhibit, and/or sell the design. Heather Landry also owns all the designs created before the final design is chosen by the Client.

ORIGINALITY:

Heather Landry affirms that her designs are original and that she owns the rights granted under this agreement, and that the rights granted do not conflict any other agreement.

USAGE:

Once Heather Landry is paid in full, the Client has the right to use the design in the publication specified in the project and in any other media for the promotion of that publication. Additional usage may be subject to new fees, where "additional usage" is defined as inclusion in new publications or usage on the Client's website, brochures, shirts and products not explicitly related to the publication specified in the original project. Heather Landry reserves the right to display the design for her business promotional use. Heather Landry has permission to use the client's full name, business address, and/or website address, for testimonial purposes on her website or other business related media.

CREDIT:

Any publications using Heather Landry's design must include the words "art by Heather Landry" or "image by Heather Landry" either near the image or in the header or footer of the article featuring the image. The Client may use any font or font size in accordance with the publication's visual standards so long as a reasonable effort is made to maintain legibility. The Client is encouraged to include Heather Landry's website "<http://sandpaperdaisy.com>" or "sandpaperdaisy.com" but this is not required.

ALTERATIONS: The Client may not alter Heather Landry's final design in any way except to change its size for printing or digital display. If any alterations are desired after the fact, the Client must consult Heather Landry first and give her the first opportunity to provide the requested alterations. Any such alterations require an additional fee.

TERMINATION:

In the event of premature termination of the project, Heather Landry will retain the initial payment as compensation for time, research, and work already invested. Heather Landry will return any additional fees over the initial fee collected, and any materials provided by the Client will be returned or destroyed as requested by the Client. The Client cannot claim any additional expenses or damages based on the failure of Heather Landry to provide the finished work. This contract is automatically terminated in the event of the Heather Landry's death.