

Service Agreement / Contract



Agreement for service dated and in effect as of at bottom of this page below client's signature.

Between "Designer": Lisa Hainline - Lionsgate Book Design & Marketing

and "Client": _____(signature can be submitted at bottom)

Summary:

When a customer signs up for or uses Lisa Hainline Design services, they must agree to the following guidelines. In this contract, you won't find complicated legal terms or long passages of unreadable text. I will always do my best to fulfill your needs and meet your goals; this agreement just helps to make clear the expectations, requirements, and responsibilities of all involved for the benefit of all parties now, and in the future.

Customer Agreement:

With the acceptance of this Agreement for Lisa Hainline Design services, Client agrees to the following, which shall apply during the term of account activity.

Client is hiring Designer (Lisa Hainline), located at PO Box 1382, Running Springs, CA, 92382 to design a book cover for your publication, at the total price of listed at bottom of document, as outlined in the approved pricing package (See bottom of document).

Client agrees to provide Designer with everything that she'll need to complete the project, including text, images, and other information as/when she needs it, and in the format that the Designer requests. The Designer will endeavor to meet all the deadlines set, but she can't be responsible for a missed launch date or deadline if the Client has been late in supplying materials or has not approved or signed off her work in a timely manner, unless the reason for the delay is communicated to the Designer and Designer approves of such delay.

Service Offered by Designer

The Designer will make every reasonable effort to complete her work promptly and skillfully and to meet any agreed-upon deadlines. Designer agrees to supply Client with these professional services:

- Project consultation – as many as needed until Client and Designer both have a good understanding of what is needed in the project.
- Creation of original Designs, including photographs and/or graphic design concepts as agreed upon in the attached pricing package.

- Revision and refinement of Designer's work until the client is satisfied (with exceptions as noted per Client Agreement above).
- Delivery of finished digital files in .jpeg and .pdf files formatted to the printer/publisher's requirements. After the first proof is made at the printer, the Designer is willing to help you make any tweaking adjustments necessary to positioning of items such as spine text or any other areas that may just need a nudge or two. Fresh .jpg and .pdf files will be provided to the Client after these minor adjustments.

Subcontract work

There may be a desire by the Client to have copy written or custom photography, illustration, or art produced. If the Designer is not capable of doing the work desired to complete the project, the Designer will suggest outside contract work, but will not subcontract this work on Client's behalf to other professional services providers without Client's prior knowledge and approval.

Revisions

A reasonable number of additional concepts and/or revisions to the Designer's work are included in the project price (see approved pricing package attached). The Client is responsible for consulting with any and all decision-makers involved in the project before providing direction and/or requesting revisions.

Revisions the Client requests because of changes in original, agreed upon specifications, project scope, or a change in the direction that the Client provided at the start of the project, will be considered "alterations" and will be billed in addition to the agreed project fee at \$25 per hour. Estimates will be discussed with Client before they are worked on and an email approval must be made before they are carried out.

Aside from the designs offered by the package, the Client will be offered two rounds of revisions on the agreed design concept. If the Client is not happy with the designs at this stage (after revisions), the Designer has the right to decide whether the contract has been satisfied or if she would like to offer more layouts gratis, to please the Client.

The Client agrees to pay the Designer in full for all of the work that she has produced until that point and can either cancel this contract or continue to commission the Designer to make further design revisions at the rate of \$25 per hour.

Payment & Terms

Client agrees to pay an initial deposit of \$200 before work can begin on this project, with the initial deposit being refundable, in part or in full, subject to the terms in the Cancellation section below. Payment shall be made in US dollars to Lisa Hainline via certified check, echeck, paypal.com, or wepay.com. Work will not start until initial payment has been secured.

The remaining balance is due upon approval of final layout. The Designer will not release finished files to the Client or other parties until receiving final payment. The final payment is also final approval of the project and this contract will be considered fulfilled

and thus, terminated.

The Designer retains the right to discontinue, withhold, or suspend services for any account should payments not be paid for contracted job in the order specified in this agreement.

There is no fee for telephone calls, emails, or correspondence, but Client is responsible for any travel fees, shipping/delivery fees, hard-copy files such as CD's, materials needed for references that cost money (such as if the client requested the Designer to purchase something to use as reference for the job) or any other fees that occur outside the virtual world of doing business online. The Client agrees to reimburse the Designer of these said costs associated with the project and the Designer will not make any reimbursable expenditure on the client's behalf without prior approval.

Fees for services for outside contractors such as artists, copywriters, printers, etc, are subject to a standard advertising industry mark-up "agency cost".

Client agrees to pay all invoices within 10 days of invoice date

Job Time line:

After initial brainstorm/discussion between Client and Designer, the Designer will communicate a time frame in which she can start the job. Concepts are usually provided within a 3-day span, and the execution of concepts to delivery of final files takes 7-14 days. Client agrees to communicate regularly with Designer, such as when or if there is a hold up with keeping the schedule on course. Client agrees to check emails at least twice a day during this stage or communicate otherwise once the job is started. If the design is unusually complex, it may require more time. In such case, the Designer agrees to inform the Client of any extended time frame.

The job should be wrapped up and finished within 30 days of this contract being signed by both parties, unless outside contractors and providers are involved and the time required to complete their part of the job extends the 30 day equation.

The Client agrees to cooperate fully and promptly with the Designer in developing and implementing project stages. The Client will agree to not unreasonably withhold approval of work performed in accordance with general professional standards. If the nature and/or scope of the project changes after work is underway, Client and Designer will amend this agreement in writing before work continues and the amendment becomes part of this agreement.

In the event that Client puts a hold on the job status for any reason once design work has begun, or once final layouts have been sent to the client and are waiting approval, Client must pay the total balance due within 30 days from the date at which the contract was signed by the client. Unfinished work will be given to Client, or the Designer will store for further direction from the Client to finish at a later date. For this delay in service, the Client agrees to pay a \$50 fee to the Designer at said later date to finish the job listed on this contract. In this case, the original contract will be considered complete under the terms of this agreement and a new agreement will be drawn up before commencement can resume on the job in question. Other fees will be applied if new instructions or revisions are also applied at this time.

Licensing and ownership.

The Designer owns all rights to original images, designs, and copy-created work while the Client's project is in process. Upon final payment of all balances due, the Client will assume ownership of the finished work. The Designer retains ownership of drafts and design concepts that the Client does not select or that are not part of the final version of the project.

The Designer provides at no additional charge, images, typefaces and other design elements from collections and sources in which the Designer has license to use. Should the Client require the Designer to purchase images or other materials owned by third-party suppliers specifically for your project, the Client agrees to reimburse the leasing fees at cost. Unless stated otherwise in the licensing agreement, the Client's use of these materials is not exclusive. Unless the Client purchases applicable intellectual property rights, ownership of these design elements remains with the third-party supplier and does not transfer to the Client

If the Client supplies the Designer with materials subject to intellectual property rights by a third-party, the Client will secure the appropriate rights to use the materials before directing the Designer to incorporate them into his/her project. Should any intellectual property dispute arise involving materials the Client provides, the Client assumes full legal and financial responsibility.

Photography & Art - For Print runs of under 500,000 the final book cover design will be copyrighted and licensed to you, the client. The photographer of any photographs used, however, owns the copyright to those photographs and they cannot be distributed in any manner other than in the book design.

The Designer holds no licensing rights to your book cover or any other images created for your promotions. For books with runs over 500,000, additional licensing fees may apply, but the copyright of your final image / design will belong to the Client.

Additional merchandise - Licensing fees may also apply if the Client uses the images used in the book cover design either separately or in book layout with font/text, in any other promotional material such as cards, bookmarks, posters, website, or "for sale" goods such as mugs, calendars, etc. If you think that producing these promotional materials may be of interest to you, please talk this over with the Designer so that the right license may be purchased.

Confidentiality

The Designer will retain in the strictest absolute confidence any information you disclose and designate as confidential. No information will be shared, publicly posted, or given out other than to those whom the Client authorizes for the benefit of completing the job

Cancellation Policy

The Client or the Designer may cancel this agreement at any time by providing written notice. If either Client or Designer cancels project before work has started, neither the Client nor the Designer is under further obligation to the other and this contract will be considered canceled.

If the Client should stop or cancel job once it has started, deciding to go no further for whatever reason, the Client is responsible for work performed up until this time and the Client agrees to pay the invoice billed to him/her within ten days of the invoice date, and the project will be considered complete under the terms of this agreement.

If the Designer cancels the agreement after work has started, the Designer will reimburse Client for service fees for work completed up until that point. The Client also agrees to reimburse the Designer at cost for any authorized, direct expenses incurred in working on this project.

Neither the Client nor the Designer will be liable for failure to perform or for any delay in performing their obligations under this agreement if the failure or delay is caused by circumstances beyond their reasonable control.

Design

The Designer will do all in her power to do the best job creatively for the Client and agrees to work with the Client to capture the vision that the Client has for the job. However, it is assumed that the Client has hired the Designer after viewing examples of her work and has entered into a legal binding contract for the purchase of her ideas and creativity.

With that being said, the Designer will create designs for the look-and-feel, layout and functionality of the Client's project to the specifications of the price package attached. It is up to her discretion to add additional layouts than what the package specifies, but is not obligated to do so.

Text Content

The Designer is not responsible for writing or inputting any text copy unless specified in the original estimate. All written copy and text must be submitted in .doc, .rtf, or .txt format. There is a separate charge of \$25 per hour for any text that has to be manually typed into the design by the Designer.

If the Client is in need of text copy for any aspect of the project, copywriter services will be added in addition to the original estimate of this contract at \$35 per hour and will require a different service agreement with an outside provider.

Legal stuff

If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. This contract is bound to the parties listed at the top of this agreement and can't be transferred to anyone else without the Designer's permission.

This contract stays in place and need not be renewed. If for some reason one part of this contract becomes invalid or unenforceable, the remaining parts of it remain in place.

The Client agrees to allow the Designer the right to display and link to your completed project as part of her portfolio and to write about the project on web sites, in magazine articles and in books about web design.

Although the language is simple, the intentions are serious and this contract is a legal document under exclusive jurisdiction of California courts.

Signed by Lisa Hainline of Lisa Hainline Designs

Lisa Hainline

Signed by Client or on behalf of Client

Print Name: _____

Address: _____

Email: _____ Phone# _____

Sign Name: _____

Date ___/___/___

Package # _____

Total Price Agreed: _____

Amendments or notes from Client:

Please date and sign above contract and send **JUST THIS PAGE** by fax, email, or USPS to

Lisa Hainline

lisa@lisahainline.com

Fax: 888-902-5595

**PO Box 1382,
Running Springs, CA 92382**

909-939-0311

909-436-9025 (cell)