

Terms & Conditions

Studio Grafiko asks that the Client agrees to this contract before starting any design project.

What Studio Grafiko agrees to...

Studio Grafiko agrees to create a custom Design/ Artwork suitable for The Client's identity, and satisfactory to their needs. Studio Grafiko promises to deliver the finished artwork containing all the elements agreed in the proposal and have it live by the agreed date, when Studio Grafiko has been paid in full.

Concepts and First Viewing: Within four (4) business days of receiving the **fully completed** creative brief, and **deposit**, Studio Grafiko will create the agreed design concepts and muck ups. Studio Grafiko will email sample images of the concepts to the Client for evaluation. When Studio Grafiko has received the Client's feedback, Studio Grafiko will make the necessary changes and revisions to the selected concept until completion or final approval.

Revisions: Revisions will be made within two (2) business days of receiving the feedback. In the case the feedback is received during the weekend, revisions will be made on the next business day.

File Delivery: After the final Design is approved, Studio Grafiko agrees to deliver source files to the Client as a digital file. In case of a hard copy of the files is requested, Studio Grafiko agrees to provide it at a nominal fee.

Ownership: Studio Grafiko gives the Client the right to use the new Design in all useful media as needed for the Client's business promotion. Studio Grafiko may display the Client's artwork, full business name and website address or company address, for testimonial and promotional purposes on Studio Grafiko's website or any of Studio Grafiko's advertising and/or promotional material.

Originality: Studio Grafiko affirm that the Designs are completely original and that Studio Grafiko owns the rights granted under this agreement, and that the rights granted do not conflict with any other agreement.

Payment: In order to start any project, a deposit for the value of 50% of the fee associated with the project is required. The additional 50% needs to be fully paid before the release of the final source files. Any revisions made over the amount included as part of the package will have a cost of \$20per revision round. Any balance created by revision rounds shall be paid with the final balance of the Design. After payment has been received and once the project is completed, a "Paid" invoice will be provided to the Client for their records, if requested.

Termination: In the case that no feedback or content is received within ten (10) business days after the concepts have been sent, and no communication or reasons for the delay have been received from the Client, Studio Grafiko has the option of terminating the project and keeping the deposit for the time Studio Grafiko spent in research and development of the concepts.

Link to your website: If Studio Grafiko receives nice words from the Client (a testimonial), Studio Grafiko will post it on the website with a link to the Client's website.

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What The Client, agrees to...

In return for the above-described Design/ Artwork, the Client agrees to pay the total fee payable in two payments. A deposit payment will be required before any work is started, and the remaining payment, when final Design is approved but before it is delivered.

Ownership: Client understands that the final Design belongs to Studio Grafiko until Studio Grafiko has been paid in full. Once final payment is received all rights and ownership of the design are then transferred to the client.

In the event of termination of this Agreement, Studio Grafiko owns the Design and has the right to complete, exhibit, and/or sell the Design concept (but not the business name) if Studio Grafiko chooses. Studio Grafiko also owns all the Design concepts created before the Client chooses the final Design or artwork.

Use of Artwork: The Client understands that, once Studio Grafiko has been paid in full, the Client has the full right to use the final Design in all business and promotional material as needed and decided by the Client.

The Client also gives Studio Grafiko permission to use the Client's business name, and/or website address, for testimonial purposes on Studio Grafiko's website.

Errors and Omissions: It is the Client's responsibility to check proofs carefully for accuracy in all respects to the website. Studio Grafiko is not liable for errors or omissions.

Right to Modify (Alterations): The Client has the right to alter the Final Design in any way. The Client may choose who does alterations to the final artwork. The Client understands and agrees that Studio Grafiko is released of any responsibility of any changes, perception or final look of the altered artwork done by a third party. If the Client decides in contacting Studio Grafiko for any alterations to the artwork, the Client does understand that Studio Grafiko will require additional payment to make these alterations.

Copyrights and Trademarks: The Client understands that it is up to the Client to register and trademark the Design (<http://www.copyright.gov>) after final payment.

It is also up to the Client to do a Trademark search and federal trademark registration if the Client wants to register the Design. (More information about Trademarks is available at <http://www.uspto.gov/main/trademarks.htm>)

Delays: The Client agrees to give Studio Grafiko more time in case of illness, injury or events beyond Studio Grafiko's control, like: fire, theft, computer failure and Acts of God.

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Termination: The Client has the right to terminate this Agreement if Studio Grafiko fails to complete the project within 60 days of the signing of this agreement or if illness or injury, or events beyond Studio Grafiko's control causes a delay of more than 60 days from the signing of this contract.

If terminated because Studio Grafiko's fault or decision, Studio Grafiko will have to refund any deposit paid by the Client.

NOTE: Before you sign below, please make sure you understand all of the above Agreement. If you require any changes, please send Studio Grafiko your suggestions.

If this contract is acceptable to you, this contract will be considered signed at the time a deposit of money is made into the PayPal account: designs@studiografiko.com.