

 **Jennifer Lintelmann Design and Graphics Work Contract**

Client First Name: \_\_\_\_\_ Client Last Name: \_\_\_\_\_

Business/Organization: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**PROJECT DESCRIPTION:**

**ESTIMATED COSTS:**

Estimate Fee (non-refundable - \$25) \$ \_\_\_\_\_

Consultation fees \$ \_\_\_\_\_

Or see attached estimate sheet for specifications.

Labor fees (design, art direction, production, tech support etc.) are estimated at \$ \_\_\_\_\_

Or see attached estimate sheet for specifications.

Materials costs (photos, scanning, project specific materials, etc.) are estimated at \$ \_\_\_\_\_

see attached estimate sheet for specifications.

Shipping/Handling costs \$ \_\_\_\_\_

Sales Tax \$ \_\_\_\_\_

**Total estimated cost of project:** \$ \_\_\_\_\_

Project estimates are valid for 90 days from the date of estimate. Project may be re-estimated if, upon receipt of all project elements, the designer determines the scope of the project has been altered dramatically from the originally agreed upon concept. Printing/production fees will be estimated separately and payment arrangements made between client and printer/vendor.

**PAYMENT SCHEDULE:**

A deposit in an amount equal to 50% of the total estimated cost (\$\_\_\_\_\_)  
if project estimate is greater than \$100. \$\_\_\_\_\_

Note: Payment of final 50% of the total estimated cost is to be paid within 15 days from receipt of the final invoice for the completed project. Finance charges of 1.5% per month (18% annually) on all overdue balances.

Payment in full, if project cost is less than \$100, due prior to onset of work.

Additional payment arrangements:

**REPRODUCTION OF WORK:**

The client assumes full reproduction rights upon payment for completed project.

One time reproduction rights for the specified project, at the agreed fee, are granted to the client. Any other usage must be negotiated.

All reproduction rights on the copyrighted work are retained by the designer. The work may not be reproduced in any form without consent from the designer.

The designer retains personal rights to use the completed project and any preliminary designs for the purpose of design competitions, future publications on design, educational purposes and the marketing of the designer's business. Where applicable the client will be given any necessary credit for usage of the project elements.

Client retains ownership of materials provided to JLDG, e.g. images, building materials, text documents, etc. and will be returned to Client at end of project.

**REJECTION/CANCELLATION OF PROJECT:**

The client shall not unreasonably withhold acceptance of, or payment for, the project. If, prior to completion of the project, the client observes any nonconformance with the design plan, the designer must be promptly notified, allowing for necessary corrections. Rejection of the completed project or cancellation during its execution will result in forfeiture of deposit as listed in **PAYMENT SCHEDULE** and the possible billing for all additional labor or expenses to date. All elements of the project must then be returned to the designer. Any usage by the client of those design elements will result in appropriate legal action. Client shall bear all costs, expenses, and reasonable attorney's fees in any action brought to recover payment under this contract or in which Jennifer Lintelmann Design and Graphics may become a party by reason of this contract.

**COMPLETION/DELIVERY OF PROJECT**

The estimated completion date the project is \_\_\_\_\_. Any shipping or insurance costs will be assumed by the client. Any alteration or deviation from the above specifications involving extra costs will be executed only upon approval with the client. Any delay in the completion of the project due to actions or negligence of client, unusual transportation delays, unforeseen illness, or external forces beyond the control of the designer, shall entitle the designer to extend the completion/delivery date, upon notifying the client, by the time equivalent to the period of such delay.

**ACCEPTANCE OF AGREEMENT:**

I have read and understand the TERMS document.

The above prices, specifications and conditions are hereby accepted. The designer is authorized to execute the project as outlined in this agreement. Payment will be made as proposed above.

Client's signature:

Date:

Designer's signature:

Date:

Please mail completed and signed contract to:

Jennifer Lintelmann  
4925 Sherman Dr. NE  
Bemidji, MN 56601  
218-759-8584