

## Jennifer Lintelmann Design and Graphics

**Terms** - Please review carefully.

1. The payer, Client, engages the payee, Jennifer Lintelmann Design and Graphics, referred to as JLDG, as an independent contractor. Client agrees to all business processes and policies in Terms.
2. **Purchase an Estimate — Estimate Fee is \$25, and is non-refundable.** Client provides project specifications and submits the Estimate Fee. JLDG provides an Estimate with a delivery date and hours required to deliver Client's project. An Estimate is a Fixed Price. If JLDG is hired to provide products or services, Client pays 50% of the Estimate if project Estimate Total is more than \$100; otherwise 100% prepayment is due prior to start of work. Client's project is delivered within the Estimated Hours and Delivery Date, or JLDG refunds 25% the Estimate project price. Estimate Fee will be applied to Project Total if JLDG is hired to provide product and/or services, for example, a \$500 project estimate minus \$25 equals a total charge of \$475 for the project.
3. **Purchase Time. JLDG charges an hourly rate of \$50. Client may Purchase 30 minutes of work for \$25.** There is neither a guarantee nor a warranty regarding project delivery date nor pricing unless Client has previously purchased an Estimate for the same project. **Minimum funding to open a new account is \$25. Accounts may be recharged in \$25 increments.** If the Project Total will be less than \$100, 100% prepayment is required. JLDG will notify Client if account balance has insufficient funds for work to continue. If Client has opted for hourly payment option, Client may request refund of balance in account after completion of work. Purchased minutes not expended in 1 year are void.
4. Sales Tax will be charged when necessary. A Minnesota [ST-3](#) (Certificate of Exemption) Form is required for tax exempt status. Current MN State Sales Tax rate is 6.875% and Bemidji Local Tax is 0.5%.
5. Client's account may be closed or project canceled at anytime and the balance of Client's account remitted to Client in 15 business days. In the event of account closure or project cancellation, by either party, JLDG will deduct an additional \$20 from Client's account. After 15 days, JLDG deducts \$20 from Client's account daily if Client fails to communicate with JLDG. JLDG does not offer refunds or returns for any delivered services unless Client's project was initiated with the purchase of an Estimate or Client has purchased minutes and work has been completed, see 2 and 3. Should Client seek refund by any other means and be declined, Client will be responsible for all attorney fees related to answering and defending such action.
6. Any deliverable by JLDG is designed and produced to be compatible with standard Adobe software (e.g. jpg, gif, png, etc.) or Microsoft Word for the PC. If Client has alternate or additional requirements JLDG must be notified before production begins.
7. Client grants JLDG an irrevocable 5 year license to use any deliverable produced for Client for marketing/portfolio purposes. This license may be voided at anytime with a one-time Client payment of \$1500.
8. Projects are delivered as fast as possible and at the lowest possible cost. JLDG does not provide delivery dates or fixed-prices for any project unless Client has purchased an Estimate.
9. JLDG will deduct from Client's account any Client-approved purchases necessary for the design, production, or delivery of Client's project, such as: imagery, photography, fonts, scripts, domain registration, hosting, etc. If JLDG purchases products, like imagery, domains, fonts, hosting services, JLDG retains ownership.
10. No work will commence before contract is signed and payment has been received. Government or other contract agreements may be accepted by JLDG and used in place of JLDG Work Contract.
11. JLDG does not provide archival, backup nor restoration services. Archival, backup and restoration are the sole responsibility of Client. e.g. pdf/txt/doc files from a website, jpg images, scans of photographs, Flash animations . Hardcopy, like photographs and images, provided by the Client will be returned to Client.
12. Client represents and unconditionally guarantees that anything provided by Client to JLDG is owned by Client, or Client has the required permission to use same. Client will defend, hold harmless, and protect JLDG from any claim or suit arising from elements provided by Client to JLDG or Client's use of any deliverable produced by JLDG in the development of Client's project.
13. JLDG may modify these Terms at any time and without notice. It is Client's sole responsibility remain abreast to changes and modifications to these Terms.
14. If anything in these Terms is held invalid by any competent jurisdiction, the remainder of the provisions of these Terms will not be affected.
15. These Terms are the sole agreement between JLDG and Client. These Terms are accepted with Client's payment without exception and without recourse.