

The Fine Print

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Work

yes.I.said agrees to produce project materials (the "Work") at the request of the client for fees agreed upon in advance and delivery of the Work by an agreed-upon deadline. Designer agrees that he will be the sole author of the Work, which will be original work and free of plagiarism. yes.I.said will cooperate with Client in editing and otherwise reviewing the Work prior to completion and/or launch.

Schedule

This agreement assumes work will be completed within the standard work week (Monday–Friday, 9am–5pm). Hours billed outside of this range may incur rush/after-hours fees. Unless an exception has been discussed, yes.I.said is closed on all major holidays, June 10, and September 25.

Client Representative

The Client or their designated Representative has full authority to provide and obtain all necessary information and approvals throughout a project. Dan Mohr and the Client Representative assure that they have full power and authority to enter into this agreement and that it is binding upon yes.I.said and the Client and enforceable in accordance with its terms.

Client Responsibilities

The Client and/or their subcontractors will provide accurate, complete and timely information and materials to yes.I.said. Client guarantees that they have all the necessary rights and ownership in such materials to permit yes.I.said to use them for the project.

Project Materials

Client shall provide any images or text required by the project before yes.I.said begins working on it. Text should be provided with minimal formatting, in Google Doc or .txt format; logos should be provided in vector (.eps, .ai, .pdf) format if possible; images should be provided in the largest resolution possible, and with appropriate attribution information.

Revisions

yes.I.said will deliver proofs and revisions on a reasonable schedule, usually within 1-2 business days from last actionable Client communication.

In order to avoid errors, all communications regarding revisions will be conducted via email. Any text with extensive changes should also be provided within the context of the layout, indicating the revised text (pdf or scanned hard-copy mark-up are preferred).

Approval

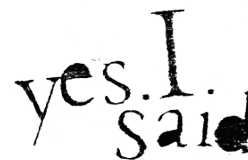
Client will approve and proofread all final designs, type, press proofs and test sites. yes.I.said will make all efforts to ensure that no information is misrepresented. However, Client assumes all responsibility for content. Upon acceptance of the Work, Client accepts responsibility for any further processes in which this work is used (e.g. film outpost, printing, etc.) yes.I.said is not responsible for errors occurring in the Work or projects related to the Work after acceptance of the Work by the Client.

Confidentiality

yes.I.said acknowledges that it may receive or have access to information which relates to the Client's past, present, or future products, vendor lists, creative works, marketing strategies, pending projects/proposals, and other proprietary information. Designer agrees to protect the confidentiality of the Client's proprietary information and all physical forms thereof, whether disclosed to yes.I.said before this agreement is signed or afterward. Unless strict confidentiality is requested by Client in advance of the establishment of this contract, yes.I.said may display materials and final work created for Client on the yes.I.said's website (<http://yeslsaid.design>).

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Deliverables

Upon project completion, yes.I.said will send an invoice for the balance due (minus any deposit paid) for the Work. Usually within one business day of receipt of payment, yes.I.said will transmit deliverables via email or file sharing service (e.g., Dropbox). Any unusual or specific requirements regarding file preparation shall be articulated in writing by the Client before work on the project begins.

End License

Unless an alternate agreement is reached before work begins, or Client has contracted yes.I.said to design an editable template within a software platform, Client is granted the rights to use final, flattened imagery without modification. Source/layered/native files and associated licenses, and any unused drafts or in-progress work shall be maintained by yes.I.said. If the Work requires that Client purchase a license (e.g., for a font or stock photography), yes.I.said will notify the Client and include the license as a line-item on the final invoice.

Length of File Storage / Retrieval

After all agreed upon deliverables have been transmitted and received, storage and backup of those files are the responsibility of Client. yes.I.said agrees to maintain access to all project files created for Client for a maximum of two years from payment date.

Acceptance of Terms

Client promises to pay for the services rendered by yes.I.said for the Work as agreed upon. By signing below, Client agrees they have read, understood, and are considered legally bonded to these terms.

Signature

Date

Name (print)

Company

Cancellation

Both parties understand that Client or yes.I.said may terminate service at any time if, for any reason, the relationship is deemed unsatisfactory by either party. Upon written or verbal cancellation, Client is responsible for payment for all expenses incurred and any hours spent working towards the completion of the project based on the determination of yes.I.said. Should Client cancel the project following its completion, Client is responsible for full payment for all hours spent on the Work. In the event of cancellation, yes.I.said retains ownership of all copyrights and original work created.

Attribution

Context-permitting, the following credit will be mentioned on all publicity/promotion of the work, including, but not limited to, awards, competitions, press releases, etc.:

[Design/Photography/Artwork] by Dan Mohr / yesI.said.design

If the context is online, the attribution should include a hyperlink to <http://yesI.said.design>