



TERMS & CONDITIONS

RIGHTS AND OWNERSHIP

Rights: All services provided by Koerner Creations shall be for the exclusive use of the client, other than for our portfolio or promotional use. Upon payment of all fees, the following reproduction rights for all approved final designs created by Koerner Creations for a project shall be granted:

- I. Full transferable rights to brand identity.
- II. Full license to reproduce works through commercial printers other than me. Koerner Creations is NOT responsible for any printing done through other companies.

Ownership: The client shall be entitled to full ownership of all final artwork created during the project upon full payment of the agreed fee.

COMMUNICATION

Most communication between the client and Koerner Creations is done via email, helping both parties to keep track of specific design requirements and potential changes. Koerner Creations will communicate via Text Messaging ONLY if the client is comfortable with it. Koerner Creations hours are listed on the website.

GRAPHIC DESIGN INVOICING & PAYMENTS POLICY

Because Graphic Design at its core requires a tremendous amount of the designer's intellectual property, Invoices totaling more than \$1,000.00 USD, no less than 75% of the total labor fees will be due upfront before any design work will commence. Once the service or product has been completed and ready for print or delivery, the remaining 25% of labor fees and the remaining resource fees will be paid before delivery or printing commences. Anything under \$1,000.00 USD, 100% of Labor Fees will be due upfront.

If the client adds additional services after the project commences, the client will be invoiced immediately and again, 75% of all labor and resource fees above \$1,000.00 are due before work of any kind commences on additional service(s). 100% of all labor and resource fees are due before work commences for additions under \$1000 in total.

The client agrees to pay all invoices by the due dates indicated on them. The client understands that failure to pay invoices by their due dates can result in contract termination and added interest (35% per month) to the unpaid balance of said invoice(s) and will be sent to collections at which ever point Koerner Creations sees fit.

The above pricing applies to Web Design services as well. However, there are other factors involved. Please reference the next section titled: "Web Design Payment Policy" to learn more.

If you have any questions about this payment policy, please do not hesitate to contact Koerner Creations.

Koerner Creations' hourly Graphic Design rate is \$225 USD/Hour.

WEB DESIGN PAYMENT POLICY

- FULL WEBSITE BUILDS

Due to the nature of websites, they're never really "completed". They are constantly evolving and changing. So, because of that it is necessary to implement a payment policy strictly for websites. The payment policy is quite simple. The remaining balance of a website project must be paid in full within 2 months from the start date or upon completion, whichever comes first.

- SMALL WEB PROJECTS

Sometimes clients may need some work done to an existing site. If this is needed by a client, and the invoice is totaled outside of Koerner Creations' \$225/Hour rate then the "Graphic Design Payment Policy" applies to this type of work.

PAYING FOR SERVICES THROUGH THE WEBSITE

By placing an order for services through the Koerner Creations' website, you acknowledge and agree that the full payment for the selected service is due at the time of order placement. Koerner Creations does not offer a deposit payment option for services ordered online. The full payment amount covers the cost of the requested service and any associated materials or resources. Once the payment is successfully processed, the service will be initiated according to the agreed-upon timeline and scope.

This payment policy ensures efficient processing of your service request and enables Koerner Creations to promptly allocate resources and initiate the design process. Your understanding of our payment terms is appreciated, and Koerner Creations looks forward to delivering exceptional design solutions to meet your needs.

If you have any questions or concerns regarding our payment policy, please don't hesitate to contact Koerner Creations for clarification.

ORDERING PRINTED SERVICES THROUGH THE WEBSITE

For services ordered through the Koerner Creations' website that involve the production of printed materials as part of the final deliverables, printing costs will be separate from the service fee and will be collected later. Upon completion of the design process and approval of the final design(s) by the client, Koerner Creations will provide an itemized estimate of the printing costs based on the quantity, specifications, and printing method required.

Clients will have the opportunity to review the printing estimate and provide their consent before any printing is initiated. Once the client approves the printing estimate and provides the necessary payment, Koerner Creations will proceed with arranging the printing production. Please note that printing costs are subject to change based on any adjustments or modifications made to the printing specifications after the initial estimate.

This approach ensures transparency and flexibility in handling printing costs, allowing clients to make informed decisions, and providing an accurate reflection of the printing expenses associated with their project.

Should you have any inquiries or require further clarification regarding printing costs for your specific project, please do not hesitate to reach out to Koerner Creations' customer support team.

ACCEPTED METHODS OF PAYMENT

I accept the following methods of payment: PayPal (Preferred) Cash, Check, Credit Card (VISA, Master Card, American Express, and Discover) using the Square™ Application.

If paying by check, make checks payable to "Michael Koerner".

For more information regarding the Square™ Application, please Square's website.

LABOR REFUNDS

Because all the services provided by Koerner Creations is at the core Intellectual Property, refunds cannot be offered. However, Koerner Creations will do everything to work with you and help you achieve what you are looking for.

PRINTING REFUNDS/RE-PRINTS

All printing done by Koerner Creations is outsourced to printing companies located around the world. So, any refunds and or reprints would have to go the respective outsource companies. If a situation occurs in which we need to run a re-print or obtain a refund through a particular outsource company, Koerner Creations will contact them to get that process started. Please be aware, Koerner Creations cannot guarantee a re-print or refund as that is up to the outsource company.

DELAYED PAYMENT(S)

A late fee charge of twenty-five (25) percent per month will be assessed and accumulated on any unpaid balance that is not paid within thirty (30) days of the first billing period.

JOB/PROJECT CANCELLATION(S)

If after project commencement, client communication (face-to-face, telephone, or email) stops for a period of 60 days, the project can be cancelled, by Koerner Creations. Ownership of all copyrights shall be retained by Koerner Creations. A cancellation fee for work completed shall be paid by the client, with the fee based on the stage of project completion. This fee is subject to the Delayed Payment Policy above.

MISCELLANEOUS

Samples: The client shall provide Koerner Creations with samples of print design that result from the project deliverables. Such samples shall be representative of the highest quality of work produced. I may use such copies and samples for publication, exhibition, or other promotional purposes.

I shall have the right to photograph and or save, all completed designs or installations and shall have the right to use such photographs for publication, exhibition, or other promotional purposes.

Confidentiality: The client shall inform me in writing before the project commences if any portion of any material or information provided is confidential.

Indemnity: The client agrees to indemnify (*secure (someone) against legal responsibility for their actions.*) and hold harmless Michael Ross Koerner (me), or the company Koerner Creations, from all claims, demands, losses, causes of action, damages, lawsuits, judgments. Including attorneys' fees and costs, for any reason(s).

CONSENSUS

A document containing the above terms and conditions will be supplied via the Koerner Creations website here:

koernercreations.com/documents/kc-terms-and-conditions.pdf

**BY PAYING ANY INVOICE, YOU AUTOMATICALLY AGREE
TO THESE TERMS AND CONDITIONS.**