

**Terms and Conditions Agreement**

**This agreement** is made this \_\_\_\_\_, day of \_\_\_\_\_, 200\_, between, \_\_\_\_\_, the client, and Davenport Design and Advertising (DD&A). The client and the Davenport Design and Advertising, (DD&A) agree as set forth below:

Upon acceptance of DD&A's proposal, a 50% deposit is required to initiate the design/website/advertising work.

1. DD&A accepts the relationship of trust and confidence established between the company and the client by this agreement. He covenants with the client to furnish the best design/advertising skill and judgment in furthering the interest of the client. DD&A agrees to furnish efficient business administration and supervision and to use their best efforts to perform the work in a most expeditious, economical and professional manner.
2. In consideration of the performance of the contract, the client agrees to pay DD&A as compensation for their services as described below:
  - Consulting time is defined as meetings, planning, typing, preparation & research time. Initial 30-minute consultation is included at no charge for the first time visitation. If the client wishes to continue the conversation/consultation this would be charged at \$60 per hour, billed in 15-minute increments.
  - Graphic design, creative copywriting, photography & website design is billed at \$85 per hour. For example: for 8 hours/1 day which equals \$680.
  - Website database development or special programming is billed at \$100 per hour.
  - Travel time is billed at \$25 per hour to and from your business location. Initial 30 minutes of travel time is included at no charge.
  - Color laser prints \$5.00 each, \$20 for 13" & 17" color Epson proof and \$5.00 for CD's.
3. Should the client need to cancel a scheduled appointment, please provide 24 hours notice. Appointments cancelled with less than 24 hours notice will result in a \$25 fee. Please contact us if you will be late for an appointment. Please note that this may also require the appointment to be rescheduled to a later time and /or date at the discretion of the staff at Davenport Design & Advertising. Because of preparation time required to set-up for the meeting, there will be a charge to cancel a meeting with less than a 24 hr. notice.
4. We follow the standard 20% over/under run rule in print & website design for changes to the project(s) and this is described as overruns of time and materials of 20 % of the total cost of the project. For example: a \$10,000 project invoice could be charged \$2,000 extra if additional time or resources are necessary for the project(s).
5. Once the client(s) have agreed on a proposal for web design, graphic design or photography for the project, DD&A will request the client(s) written consent to move forward. At this point the deposit becomes non-refundable; however, at the discretion of DD&A, the deposit could be applied to future projects.
6. The client cannot change, alter or cancel a written contract/proposal without written/signed consent from Eric Davenport, owner of DD&A. Changes to the project that are approved by the client and Eric Davenport will be done contractually through either a changed proposal or change order form.

**Payments Terms:** All invoices are due within 15 days, a 1.5% interest rate will be charged monthly on all past due amounts. Balances over 60 days are turned over for collection with an addition 33% added to the total account balance to cover legal and collection fees. Please note: Returned check fee \$30, plus \$35 Bank charge fee.

**ACCEPTANCE: The above terms and conditions are satisfactory and accepted.**

\_\_\_\_\_  
Client. **Date** \_\_\_\_\_

\_\_\_\_\_  
Client **Date** \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative of DD&A **Date** \_\_\_\_\_