



STANDARD OPERATING PROCEDURES, TERMS AND CONDITIONS page 1 of 2

The following Terms and Conditions apply to all services provided by Black Sheep Design.

HOURS OF OPERATION Mon-Fri 9am-6pm EST and by appointment.

ESTIMATES

Fees and expenses are minimum estimates only. Actual time shall be shown when invoice is rendered and all fees billed in full. An estimate not accepted within 30 days is subject to review. Charges for any additional services or work over and above the estimated design, terms and conditions, will become fully payable at the time of project completion or termination.

ACCEPTANCE

At the onset of a project, Black Sheep Design will provide a written estimate or quotation. With approval or indication to proceed, all work is carried out by Black Sheep Design on the understanding that the client has agreed to Black Sheep Design's fee estimate(s), operating procedures and Terms and Conditions, and will make payment accordingly.

DESIGN OR PRINTING PROJECT DURATION

Any indication given by Black Sheep Design of a design or print project's duration is to be considered by the customer to be an estimation. Creativity and production doesn't always happen within a specific time allotment. Efficiency begins with the client having supplied correct strategic assumptions, a properly defined scope of work, and provided all required assets. All concepts, ideas, and strategies must be communicated to Black Sheep Design before the start of production in order to be considered during the project process. When all client-supplied content, assets, and information are received in proper format (see **DATA FORMATS**) and reviewed, a project becomes active and a timeline is usually outlined. If we are experiencing high demand, your project will be scheduled for the next available time slot. Depending on complexity, an initial draft is usually ready in 3-15 business days, and each round of revision is usually returned within 1-5 business days. Clients are expected to participate in prompt decision-making and/or providing of additional input, usually within one business day. If a client causes a delay it will result in an extension of the project's final deadline. Black Sheep Design cannot be held responsible for any project over-runs, whatever the cause. Estimated project duration should be deemed to be from the date that deposit funds are cleared, or written or oral approval provided, and all content necessary to begin is received. Illness, injury or other events beyond control, such as technological troubles, theft, fire, and Acts of God are rare but do occur and may result in a delay of unpredictable length.

RUSH FEES

If a project, revision, print preparation or other client need requires priority attention, additional fees will apply, with or without notification. Depending on the degree of rush needs, rush rates range from 150% to 200% of hourly rate and/or billed as an added fee on printed jobs.

ALTERATIONS

The customer agrees: that changes or work required above the estimated scope will be liable to separate charge; and Black Sheep Design holds no responsibility for amendments made by a third party, before or after a design is published.

PROOFING

The designer shall make every effort to ensure the final product is free of errors before giving the final product to the client. It is agreed that it is the client's responsibility to ensure that there are no informational, visual, legal, grammatical, and spelling errors contained in the final product. It is agreed that the designer is not responsible or held liable for any errors after the final product has been approved by the client and/or committed to publication.

DATA FORMATS

Efficiency begins with the client agreeing and complying with Black Sheep Design's definition of acceptable means of supplying content. Existing logos or visual identities must be supplied in editable vector EPS format. Copy is to be supplied in editable electronic format as simple text (.txt) or unformatted Microsoft Word (.doc), via e-mail. Images are to be provided in electronic format, and must be of a quality suitable for use (300 dpi for print, 72 dpi for web, at 100% output size) without any subsequent image processing. Black Sheep Design will not be held responsible for any image quality which the client later deems to be unacceptable. Additional expenses may be incurred for any necessary action including, but not limited to, photography and art direction or research, media conversion, digital image processing, data conversion, or data entry services.

OWNERSHIP, COPYRIGHTS, AND TRADEMARKS

Copyright of all creative work is retained by Black Sheep Design including words, pictures, ideas, visuals, and illustrations unless specifically released in writing or after all costs have been settled. Upon completion and full payment for services provided, client owns all rights to creative. Black Sheep Design retains rights to use the completed project and any preliminary designs for the purpose of marketing its business. Where applicable, the client will be given any necessary credit for usage of the project elements. If a choice of design is presented, only one solution is deemed to be given by Black Sheep Design as fulfilling the contract. All other designs remain the property of Black Sheep Design, unless agreed in writing that this arrangement has been altered.

By supplying text, images, and other data to Black Sheep Design for inclusion in the project's scope or medium, the customer declares it holds the appropriate copyright and/or trademark permissions, and grants Black Sheep Design permission to use this material freely in pursuit of the project goals. Ownership of such materials will remain with the customer, or rightful copyright or trademark owner. Any artwork, images, or text supplied and/or designed by Black Sheep Design on behalf of the customer, will remain the property of Black Sheep Design and/or its suppliers, excluding logo design in which full copyright will be passed to the client upon receipt of full payment. The customer may request in writing from Black Sheep Design the necessary permission to use materials (for which Black Sheep Design holds the copyright) in forms other than for which it was originally supplied, and Black Sheep Design may, at its discretion, grant this. Such permission must be obtained in writing before use of any of the aforesaid artwork, images, text, or other data. Black Sheep Design reserves the right to charge fees for additional usage. Should Black Sheep Design, or the customer, supply an image, text, audio clip, or any other file for use in a website, multimedia presentation, print item, exhibition, advertisement, or any other medium believing it to be copyright and royalty free, which subsequently emerges to have such copyright or royalty usage limitations, the customer will agree to allow Black Sheep Design to remove and/or replace the file. The customer agrees to fully indemnify and hold Black Sheep Design free from harm in any and all claims resulting from the customer not having obtained all required copyright, and/or any other necessary permissions.

RIGHTS OF REFUSAL

Black Sheep Design will not include in its designs any text, images, or other data which it deems immoral, offensive, obscene or illegal, and reserves the right to refuse to include submitted material without giving reason. All advertising material must conform to standards laid down by relevant advertising authorities.

(continued)



LICENSING

Any design, copywriting, drawing, idea, or code created for and by Black Sheep Design or any of its contractors, after being paid in full by the client is licensed for use by the client on a one time only basis and may not be modified or re-distributed in any way or form without the express written consent of Black Sheep Design. Where there is risk that another party may make a claim, all design work should be registered with the appropriate authorities, and legal advice sought as to its use, prior to publishing or first use by the client. Black Sheep Design will not be held responsible for any and all damages resulting from such claims. Black Sheep Design is not responsible for any loss, or consequential loss, non-delivery of products or services, of whatever cause. The customer agrees not to hold Black Sheep Design responsible for any such loss or damage. Any claim against Black Sheep Design shall be limited to the relevant fee(s) paid by the customer.

WARRANT OF ORIGINALITY

Black Sheep Design warrants its work as original and not previously published but does not warrant that a design the same as or similar, but of which it was not aware at the time of its creation, does not exist. If for some coincidental reason a logo or design by Black Sheep Design looks identical to another party's logo or design, we will provide a free redraw session.

CANCELLATION OR ABANDONMENT

In the event of cancellation of the project, which must be made in writing, ownership of all copyrights and the original artwork shall be returned and retained by Black Sheep Design, and a fee for work completed over and above the non-refundable deposit, based on contract price and expenses incurred plus a \$100 kill fee, shall be paid by the client. A project will be considered abandoned if Black Sheep Design has received no response, contact, or activity from the client for 30 consecutive days, or if a project has been inactive for 90 consecutive days, unless prior written agreement has been made between parties. A fee for work completed over and above the non-refundable deposit, based on contract price and expenses incurred plus a \$100 abandonment fee, shall be paid by the client. Client will not have any rights to use any of the work presented by Black Sheep Design, unless or until the project has been paid in full.

PAYMENT AND RETURNED CHECKS

For new clients, payment will be 50% deposit due upon project acceptance with balance due upon project completion. For established clients, payment will be 100% due upon approval to produce, or project completion. Payment is accepted in cash or by check only and must be received within agreed terms. In certain situations and upon agreement by Black Sheep Design and client, payment plus all applicable fees may be made through PayPal. Payment in full is required prior to artwork being sent to print. A returned check will incur an additional fee of \$25.

DEFAULT

An account shall be considered default following a returned check or if an invoice remains unpaid 15 days past invoice due date. A 2% late payment penalty plus a \$25 service charge per month is payable on all balances due past 15 days. Black Sheep Design shall be considered entitled to remove Black Sheep Design's and/or the customer's material from any and all computer systems, until the amount due has been fully paid. This includes any and all unpaid monies due for services, including, but not limited to, hosting, domain registration, search engine submission, design and maintenance, sub-contractors, printers, photographers, and libraries. Removal of such materials does not relieve the customer of its obligation to pay the due amount. Customers whose accounts become default agree to pay Black Sheep Design reasonable legal expenses and third party collection agency fees in the enforcement of these terms and conditions.

CLAIMS

All work delivered to the client should be considered accepted unless the client notifies Black Sheep Design to the contrary within a period of seven days after completion or delivery. Claims for defects, damages, or shortages must be made by the client in writing, and Black Sheep Design will attempt to repair, correct, or redesign any work that does not conform to project specifications in order to make it acceptable to the client.

CONFIDENTIALITY

The client shall inform Black Sheep Design in writing before the project commences if any portion of any material or information provided by the client or if any portion of the project is confidential.

DESIGN CREDITS

The customer agrees to allow Black Sheep Design to place a small credit on printed material, exhibition displays, advertisements and/or a link to Black Sheep Design's own website on the customer's website. This will usually be in the form of a small logo or line of text placed towards the bottom of the page. The customer also agrees to allow Black Sheep Design to include all designs on Black Sheep Design's website and for portfolio, publicity and demonstration purposes.

DISCLAIMERS

Black Sheep Design makes no warranties of any kind, express or implied, and will not be held responsible for any and all damages resulting from products and/or services it supplies.

Black Sheep Design reserves the right to use the services of sub-contractors, agents, and suppliers and any work, content, services, and usage is bound by their Terms and Conditions. Black Sheep Design will not knowingly perform any actions to contravene these and the client also agrees to be so bound.

In the printing industry, it's not unusual to encounter slight variations of specifications, colors or materials, as well as a variance of plus or minus 10 percent on the final delivered quantity. These should be considered normal and acceptable. Black Sheep Design engages with third-party production vendors that we trust. In the rare case of a printing issue, we will work with a vendor to find resolution. Black Sheep Design and its clients agree to comply with printers terms and conditions which include disclaimers for non-completion on time and the flexibility to supply quantities within 10% of the total ordered.

Printed materials may not show the exact color or shade represented on screen or in proofs. We cannot guarantee accuracy but strongly recommend using the Pantone color matching system to help achieve color goals.

GENERAL

These Terms and Conditions supersede any previous Terms and Conditions distributed in any form. Black Sheep Design reserves the right to change any rates and any of the Terms and Conditions at any time and without prior notice.

ACCEPTANCE

By entering into a project with Black Sheep Design, you are consenting to be bound by the terms of these policies and procedures.

THANK YOU.