



901-244-2941 | www.tmgraphics.rocks

Terms and Conditions

This agreement (the “Agreement”) is by and between (the “Client”) and TM Graphics, (the “Designer”). In consideration of the mutual agreement made herein, both parties agree as follows:

Work

The Designer 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. The designer agrees that she will be the author of the Work, and will cooperate with the Client in editing up to 3 revisions (additional revisions will cost extra) and otherwise reviewing the work before completion and launch.

Confidentiality

The designer acknowledges that she may receive or have access to information related to the Client’s past, present, or future products, vendor lists, creative works, marketing strategies, pending projects/proposals, and other proprietary information. The designer agrees to protect the confidentiality of the Client’s proprietary information and all physical forms thereof, whether disclosed to the Designer before this Agreement is signed or afterward. Client agrees that the Designer has permission and CAN display materials and final work created for the Client on the Designer’s website/portfolio and social media for marketing purposes.

Compensation for Design Work

The client agrees to pay the Designer 50% of the total project cost as a compensated retainer for time and effort BEFORE any services are provided, and the remaining 50% is to be paid BEFORE any workable files are delivered/printed. If the designer is unsuccessful with a design request by the client, the designer will cancel the remainder of the total amount. **THE RETAINER IS NOT REFUNDABLE.** If the parameters of the work change, or if it involves more time than estimated, the Designer will inform the Client of the change and will discuss any issues and additional charges. All changes shall be in writing and agreed upon by both parties.

Compensation for Websites

The client will have two options: They may go to their desired host site and purchase their domain and hosting package themselves, fully responsible for keeping the site paid so that it remains online at all times, or they can entrust the designer to handle all actions.

Payment to secure a domain and hosting is due in full and is **NOT REFUNDABLE**. Once these items are purchased, they immediately become the client's property for the time they were purchased. The same applies to any additional apps, etc., required to enhance the site. Design fees for the site are also required. ½ half-down retainer of website design fees is due upfront before any work is done; this is also **NON-REFUNDABLE**. Upon completion, the other half must be paid to fully launch the site with apps and graphic permissions.

Image Usage and Licensing Terms

Regarding images created or licensed by TM Graphics for use in designing flyers, promotional materials, or any other products, the client is granted limited rights to use those images exclusively for the specific printed or created items as agreed upon. These images remain the exclusive property of TM Graphics, and the client does not acquire ownership or any further rights to use them outside of the agreed scope.

For any future use of these images, or if the client wishes to apply these images to new materials, TM Graphics must be contacted to obtain prior written approval. Additionally, should the client wish to utilize other images or assets beyond those provided by TM Graphics—such as stock photos, illustrations, or logos—they must independently acquire the necessary permissions or licenses for such use. This includes obtaining commercial use licenses or other relevant rights from the copyright holders of those assets.

In summary, the client is only authorized to use the licensed images for the specific deliverables provided by TM Graphics and must seek further licensing approval or purchase rights for any new use, ensuring compliance with intellectual property laws and licensing agreements. Any unauthorized use is strictly prohibited. The client agrees that the damage to TM Graphics due to a breach of this provision will be extremely difficult to determine. Client agrees a breach by Client of this agreement will cause irreparable damage to TM Graphics and, for that reason, Client further agrees TM Graphics shall be entitled as a matter of right to injunctive relief restraining any further violation by Client. The right to injunctive relief shall be cumulative and in addition to any and all other remedies TN Graphics may have, including, specifically, recovery of actual damages.

Client Approval

Upon acceptance of mockups/proofs of the Work, the Client accepts full responsibility for any further processes or changes in which this work is used. The designer **is not responsible** for errors occurring in this work or projects related to this work after acceptance of the Work by the Client.

Apparel and Printed Goods

Once designs are approved both by the client and designer various options to print may be utilized. The designs of printed items will be shared with the client for approval via the T M Graphics showroom or proposal packet. Once the design is approved by the client, and the full balance is paid, the items will go to print. The usually allowed production time is 10 to 14 business days from the date of order, but this can be expedited via express order and rush printing for an additional shipping/ print fee. (For apparel and multiple signage orders, The client may request a sample item for an additional fee. It is understood that the client will have to wait up to 10 business days to receive the sample.) Once the design is approved and goes to print, this CAN NOT BE STOPPED. Any errors or desired changes that veer from the original agreement will result in starting over and paying for the job again. By not getting a printed sample before printing, you are trusting in good faith that the end product will be duplicated accurately with the available inks, it is understood that some inks may vary slightly if different printing processes are used.

Third-Party Practices

If work is desired, instead of commissioning the designer on behalf of someone else, the actual client will need to be referred to the designer. The designer sets requirements for all clients and can properly assess all clients and produce the desired quality results that our clients deserve; third-party negotiations will not be allowed. **Under no circumstances will TM Graphics enable a client to represent or negotiate sales or services with any other party. Third-party negotiations will not be allowed.**

Termination

Both parties understand that the Client or Designer may terminate the service at any time if, for any reason, or if the relationship is deemed unsatisfactory by either party.

Client Communication Responsibilities

The Client will provide detailed and clear project requirements, including timelines, design preferences, and content details, to avoid delays. The Client agrees to respond to TM Graphics: inquiries, feedback requests, or approvals need to be given within 72 hours. **ALL REVISION REQUESTS OR APPROVALS NEED TO BE DELIVERED VIA**

EMAIL. Noncommunication past this time period may result in project suspension or termination.

Effective communication is essential to the successful completion of any graphic design project. The client is responsible for providing clear, timely, and accurate feedback throughout the design process. This includes responding to design drafts, providing necessary materials (such as logos, images, or text), and communicating any changes or revisions promptly. Failure to do so can cause delays in the project timeline and may result in additional fees for revisions or extended work.

The client has 3 days to approve the current stage or to submit change requests. Both the approval and change requests must be in writing. If the client fails to submit either approval or change requests within the allotted 3 days, TM Graphics will pause or cancel work on the project.

In such cases, the client forfeits completed work, and any fees paid up to that point will be non-refundable. It is the client's responsibility to ensure active engagement and remain responsive to keep the project on track. **If there is a special circumstance, it is YOUR responsibility to communicate the issues you face with TM Graphics before executing any payment or requests to ensure that the designer is willing to accept your terms. THIS STOPS ANY ISSUES MOVING FORWARD.**

Clear and consistent communication is key to ensuring the project meets both parties' expectations and is completed within the agreed timeframe. Any significant delays or lack of communication may impact the project's success and completion.

TM Graphics will not be held responsible for delays caused by the client's noncommunication, missed deadlines, or incomplete submission of information required to complete the job requested.

TM Graphics reserves the right to terminate the project for failure to communicate, non-payment, or any violation of this agreement with 3 days' notice.

Excommunication/ Cancellation of Accounts/ Work

TM Graphics is an equal-opportunity, non-biased company. We will accept jobs with everyone regardless of gender, ethnicity, religion, or orientation. TM Graphics will not condone any hateful, bigoted, antagonistic actions or remarks whether to staff or to be printed on items, and reserves the right to refuse any design. Using slurs or any type of judgemental or antagonistic speech, rude behavior, vocabulary, distrustful or rude insinuation, and/ or descriptions will have the client(s) account suspended immediately. Items that have been paid for will be completed and rendered to the client to fulfill the order and no new orders will be taken. Items that have not been paid for will be suspended. If a deposit for work was taken for design etc., it is not refundable.

Revisions After Finalization:

Revision requests after a previous job is finalized will cost additional fees to complete. If the time to complete is during a rushed time frame, additional costs may also be applied.

(Scope of work will be compiled and signed)

Websites

Designs (vector graphics) used on websites are privileged and are the property of TM Graphics with limited use (unless individually purchased) by the client. No one is to attempt downloading images from the site for their personal use and permissions must be granted before any use of separate vector graphics can be duplicated. The client is expected to be responsible for all hosting fees via the platform of their choice, whether on their own or via the designer. If paid via the designer, hosting package fees **MUST** be paid before any web design, domain purchases, or custom vector designs are made. Monthly or quarterly payment plans can be set up for continuous maintenance of your site and dues must be paid on time (no later than 72 hours after billing), failure to pay on time could result in late fees assessed to your account. Continued failure to pay could result in the shutdown of your website. Flyers and add-ons are separate expenses and will be invoiced accordingly.

Website Revisions

Upon creation of the website, there will be up to 3 free revisions for revising the site to a tailored look for the client. It is suggested that the client take their time overlooking the site **BEFORE** requesting revisions. This is because the client has a **LIMITED** revision amount to finalize the website and there must be time allotted to get the job done each time. Your request will go into a queue with other jobs each time, so please allow time for the request to process. After the 3rd revision request, a service fee of \$100 per request will be applied and no additional revisions will happen until the balance is paid. When broadcasting a website you want it to be created and add changes over time, it is not suggested to make constant changes. Usually when multiple requests for revisions are made it is due to not proofreading the site well, or clearly expressing your expectations. If you do not make specific requests, the best design decision will be made for that request. If a change needs to be made you have **ONE** revision for a particular item under these circumstances. If the design was made according to the client's specifications, revision counts as one of the 3 revisions in the agreement.

Website Roles

When a website is created by TM Graphics, TM Graphics will be known as the webmaster of the account. TM Graphics will serve as the primary contact for all aspects of the website(s), handling a range of responsibilities that may include web design and development, routine site and content maintenance, and various updates to ensure sites align with the goals and objectives of the company. This is done solely for maintenance. The client may be added on as a collaborator/co-owner on the account if desired. The term co-owner/collaborator only means that you are the second person being added to the web account. It does not establish ownership. When you purchase your domain and website from TM Graphics it is yours. TM Graphics owns no rights or claims to your business by having your website on our platform. TM Graphics keeps your site on our platform ONLY to be able to access it for changes, and updates, and to correct any problems if they arise.

If for any reason, you are uncomfortable with this platform arrangement, TM Graphics can remove themselves completely from ANY role on the website once the build has been completed. Once this is done TM Graphics will have no access to your website and cannot access it freely. If you need to have maintenance, add-ons, or need a problem corrected by anyone other than yourself in the future you will need to contact TM Graphics/webmaster and provide your account ID and Password and describe the nature of the issue. Once that info is given the account can be accessed. Please understand that it will take more time this way.

Attorney's Fees/ Litigation

In the event of any litigation concerning any controversy, claim, or dispute between the parties hereto, arising out of or relating to this Agreement or the breach thereof, or the interpretation thereof, the prevailing party, shall be entitled to recover from the losing party reasonable expenses, attorneys' fees and costs incurred in connection therewith or in the enforcement or collection of any judgment or award rendered therein. The "prevailing party" means the party determined by the arbitrator(s) or court, as the case may be, to have most nearly prevailed, even if such party did not prevail in all matters.

It is also understood that in any litigation concerning any controversy, claim, or dispute between the client and designer Tennessee Law will govern without regard to its conflict of laws principles. Both clients submit to the exclusive personal jurisdiction of Shelby County, Tennessee.

Entire Agreement

This constitutes the entire Agreement between the parties and supersedes all previous agreements, whether written or oral. The parties shall not be bound by any oral expression or representation by any agent of any party. This Agreement cannot be changed, modified, amended, or supplemented except in writing signed by all parties. This Agreement shall be binding upon the Parties' respective heirs, executors, administrators, successors, and assigns.

Severability

If any portion or portions of this Agreement may be held by a court of competent jurisdiction to conflict with any federal, state, or local law, and as a result such portion or portions are declared to be invalid and of no force and effect in such jurisdiction, all remaining provisions of this Agreement shall otherwise remain in full force and effect and be construed as if such valid portion or portions has not been included herein.

Agreement to Terms and Conditions

The client acknowledges and agrees to the Terms and Conditions outlined herein. The client understands that signature constitutes full acceptance of these terms, including all provisions related to project scope, timelines, image usage, communication responsibilities, and any other relevant conditions. If the client has any questions or concerns regarding these terms, they must raise them before submitting payment. Payment indicates the client's formal agreement to proceed under the specified conditions.

Payment:

By paying this invoice , I understand and agree to these terms.