



BLACK SHEEP
BRINGING BRANDS TO LIFE

STANDARD OPERATING PROCEDURES, TERMS AND CONDITIONS

ESTIMATES AND FEES

If requested, Black Sheep Design will provide an estimate based upon best understanding of scope and goal. Due to the myriad variables involved in graphic arts service and project management — as well as the complexities of creative asset sourcing, printing and mechanical reproduction — estimates do not always represent the full range of effort required to deliver a desired outcome.

Black Sheep Design's standard rate for all creative services is \$100 per hour. Rush requests are defined as needs demanding priority attention over other projects or standard schedules, and are billed at 150%. Print quotes are based on output-ready files provided in accordance with the specific mechanical requirements of each deliverable. If a project or printed or finished good requires additional preparation or incurs ancillary charges, those fees will apply with or without notification.

PROJECT ACCEPTANCE

Regardless whether an estimate has been provided, with approval or indication to proceed all work is carried out by Black Sheep Design on the understanding the client agrees to these operating procedures and Terms and Conditions; actual fees and costs shall be shown when invoice is rendered and become fully payable at the time of project completion or termination; 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 an estimation. Creativity, printing, production and delivery don't always happen within a target schedule. Best efforts are made to achieve timelines but Black Sheep Design cannot be held responsible for any deadline guarantees. Efficiency begins with the client having supplied correct strategic assumptions, a properly defined scope of work, and creative assets in proper format (see *Content and Data Formats*). Clients are expected to participate in prompt feedback and decisionmaking based on target timelines. If a client causes a delay it may result in additional fees, an extension of timeline, and alteration of outcome. Likewise, printing and production schedules, shipping timeframes, and delivery dates are estimates only. 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 and cost.

CONTENT AND DATA FORMATS

Black Sheep Design will not be held responsible for the quality of client-supplied assets. Existing logos and assets must be supplied in proper format, as defined by medium and desired outcome, otherwise additional expenses may be incurred for any necessary action including but not limited to; photography and illustration acquisition, imagery conversion, digital image processing, copywriting and editing, data entry services, etc.

PROOFING

It is agreed that Black Sheep Design shall make every effort to ensure the final product is free of errors but is not responsible or held liable for any errors after the final product has been approved by the client and/or committed to publication or production. It is the client's responsibility to ensure there are no informational, visual, legal, grammatical, and spelling errors contained in the final product and incurs responsibility upon approval.

CONFIDENTIALITY

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

CLAIMS AND DISCLAIMERS

We use the Pantone color matching system to help achieve color goals. Printed or finished materials may not reflect the color, shade or production techniques represented on screen or in proofs. In the printing and reproduction industry, it's not unusual to encounter slight variations of specifications, colors or materials. These should be considered normal and acceptable. All work delivered to the client should be considered accepted unless the client notifies Black Sheep Design to the contrary. Claims for defects, damages, or shortages must be made in writing within a seven days after completion or delivery. In the rare case of a printing or production issue, 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 and or otherwise find resolution. 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 will not be held responsible for damages resulting from any products and or services it supplies.

OWNERSHIP, COPYRIGHTS AND TRADEMARKS

Upon completion and full payment for services provided, client owns all rights to creative. Black Sheep Design warrants its design services as original and not previously published but does not warrant that a design the same or similar, does not exist. Copyright of all creative work — including words, pictures, ideas, and visuals — is retained by Black Sheep Design until all fees and costs have been settled. If a choice of design is presented, only one solution is deemed as fulfilling the contract; all other designs or assets in forms other than that for which it was originally intended and agreed upon remain the property of Black Sheep Design and may not be modified or redistributed in any way by the client. Black Sheep Design reserves the right to charge fees for additional usage, and permission must be granted in writing. By supplying text, images, data or assets to Black Sheep Design for inclusion in the project's scope or medium, the customer declares it holds the appropriate copyright 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. Should Black Sheep Design, or the customer, supply an image, text, or other asset for use believing it to be copyright and royalty free, which subsequently emerges to have 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 permissions.

CANCELLATION OR ABANDONMENT

In the event of cancellation of the project, which must be made in writing, or abandonment, ownership of all copyrights and the original artwork shall be returned and retained by Black Sheep Design, and a fee for work completed to date, all 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. In either case, client will not have any rights to use any of the work by Black Sheep Design.

PAYMENT AND DEFAULT

For new clients, a deposit may be required upon project acceptance. Payment in full may be required prior to artwork files being released, otherwise is 100% due upon approval to produce or project completion, accepted by check or by credit card (plus processing fees), and must be received within agreed terms. An account shall be considered default if an invoice remains unpaid 15 days past invoice due date and a 3% penalty plus \$25 service fee per month will be assessed on any open balance, plus any fees associated with collections. A returned check will incur an additional fee of \$35. 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.

DESIGN CREDITS

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.

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. rev 01.01.2023

THANK YOU.

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