

STATEMENT OF GENERAL TERMS AND CONDITIONS INCLUDING ERRORS AND OMISSIONS LIABILITY

1. Fee Structure

All time, including travel hours, spent on the project will be billed. The following approximate ranges of hourly rates are currently in effect.

Hourly Rate*	Category	
\$45.00	Design and Production Artist/Developer	*Hourly rates will be adjusted annually to reflect changes in the cost-of-living. Unless otherwise stated, any cost estimate presented in a proposal is for budgetary purposes only, and is not a fixed price. The Client will be notified when 75 percent of any budget figure is reached.
Price varies	Outsource Vender	

2. Confidentiality

The Client may from time to time communicate to Exclusive Image proprietary, confidential or other information to enable Exclusive Image to perform the services. Exclusive Image will treat all such information as confidential, and will take all reasonable precautions not to disclose any such information to any person outside of the Exclusive Image organization without the consent of the Client. The obligation of confidentiality will not apply to information which is but not limited to the public domain, known information to Exclusive Image before disclosure, information required by government authorities to ensure compliance with laws, in which Exclusive Image will provide advance notice to the Client of any need for the disclosure and will not disclose absent consent from the Client. The foregoing obligation of confidentiality will not apply to information which is (i) in the public domain or comes into the public domain through no fault of Exclusive Image; (ii) known to Exclusive Image before disclosure or subsequently independently developed by Exclusive Image without use of or reference to such information; (iii) disclosed to Exclusive Image by third person under no obligation of confidentiality to the Client; or (iv) required by any government authority to ensure compliance with laws, legal processes or regulatory authority having jurisdiction over Exclusive Image.

3. Project Content Disclaimer

All project materials including without limitation, text graphics, logo photographs, and other files therefore are released for use when this contract is signed. The Client will have established and approved all legal rights to these same described items prior to the use by Developer. The Developer of this project assumes no responsibility of any items previously listed and has not obtained legal releases. Proceeding a final proof approval, and signature from the Client is required. The Developer is neither liable nor limited to the following: any project misspelled words, layout arrangements, colors, broken products, injury caused by a product, and other related liabilities; since a Client's signature represents a final authorization for the production and ownership of the project deliverable(s). Proceeding a final website approval and signature from the Client the Developer is not liable for any project misspelled words, layout arrangements, picture colors, and other related designs; since a Client's signature represents final authorization for the project. Neither the Client nor the Developer may assign or transfer this contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

3a. Entire Agreement

The contract, also referred to as the Statement of Work (SOW) contains the entire agreement of the Client and Developer and there are not other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the Client and Developer. A signature on the estimate and/or invoice represents approval of terms.

4. Adjustments to Estimate/Invoice, also known as Statement of Work (SOW)

The Client agrees to request any adjustments of accounts, terms, or other invoice data within 10 days of receipt of this invoice; any modifications of the contract must be written before a contract is renegotiated. All estimated total dollars are subject to change for instance but not limited to, the estimated labor time exceeding the hours documented on the invoice, project supplies, and other outside vendor price increases.

5. Contract Cancellation

The Developer reserves the right to terminate a contract or SOW agreement with the Client for any reason at any point during the project. However following a contract or SOW cancellation by the Developer, all project matter documented on the invoice sheets, as well as any project matter not documented on the invoice sheets, is rightfully reserved for the Developer. In addition, if the Client cancels a project, an outsourced vendor may ask for payment for materials ordered or work performed, which is to be paid by the Client not the Developer. Subsequent to a Client canceling a contract agreement, the Developer is entitled to payment for all hours documented and worked prior to a contract cancellation. The final fee is due 15 days following a canceled job notification.

5a. Termination

In the event of such termination/cancellation, the Client shall be obligated to pay only for actual services provided by the Developer and for expenditures incurred. Unless otherwise terminated, this agreement will terminate upon completion of the project.

6. Limitation of Liability

Except for the representations made in the agreement, Exclusive Image makes no other representation, warranty, promise of guarantee, whether expressed or implied, statutory otherwise, no event will the Developer be liable for indirect, special, incidental, economic, or other damages, without regard to the legal theory of such damages, arising out of the services. In no case will Exclusive Image liability exceed the fees paid to Exclusive Image to the total labor under this agreement during the year preceding the event-giving rise to such liability. In no event does Exclusive Image resume liability of any kind, including but not limited to loss of use, loss of profits, or loss of data whether in an action contract, or otherwise. Including no responsibility in any way described above while connected with www.exclusiveimage.net or the materials connected in, or accessed through this site. This website is provided as an "As Is" basis without warranties of any kind, whether expressed or implied. Exclusive Image does not warrant the content with www.exclusiveimage.net as accurate, complete, reliable, current, or error-free. Any materials presented on this website are not permanent and are subject to change at any time. No request for services shall amend or modify any terms in this agreement; the terms in this agreement shall take precedence and govern.

6a. Governing Law

This contract shall be construed in accordance with the laws of California and San Mateo County.

7. Vendor Outsourcing Cost

Vendor outsourcing cost will be quoted following a Client's request. Outsourcing cost is subject to a 24% markup by the Developer. Final proofs will be shown to the Client for approval and signature before production completion. In the event a Client requires changes to a project, for which an order has already been accepted, by the Developer and/or vendor, an increase in cost shall be borne by the Client.

8. Initial Website Setup

Following a contract agreement between the Developer and the Client, the Client will be asked to fill-out a "Company Profile" form in order to pay the monthly and/or yearly subscription fee directly to the hosting company. The Client will assume all web hosting (Internet Service Provider) fee responsibilities. Web hosting fees is setup with a credit card for automatic payment. Initial website setup includes, but is not limited to a domain name and/or transfer of domain name and website hosting is subject to a \$50.00 setup fee by the Developer. The final website proof will be shown to the Client for an approval and signature before uploading life the World Wide Web. In the event a Client requires changes to a website for a page, which has already been uploaded live to the Internet by the Developer and/or the hosting company, an increase in cost shall be borne by the Client unless otherwise agreed upon. An offer to purchase a domain name or hosting package, at a certain price is good for a specific length of time, usually 30 days. No request for services shall amend or modify any terms in this agreement; the terms in this agreement shall take precedence and govern. In addition, all website pages will be footnoted with an Exclusive Image link, enabling access to the Exclusive Image's website.

9. Printing Policy

An offer to print a job at a certain price is good for a specific length of time, usually 30 days. Depending on the printing center, the print cost may increase by the time a Client wishes to reprint a project. Following a request to reprint a project, a new estimate will be issued before the reprinted job is processed.

10. Reimbursable Expenses

Travel expenses necessary for the execution of the project, including rail, taxi, bus, air, rental vehicles, highway mileage in company or personal vehicles, will be charged at 20 cents per mile.

The following expenses can be billed at direct cost.

- Accommodations, all meals at cost.
- Telephone/ fax charges
- Postage and shipping/ courier services
- In-hose printing and reproduction
- Other project expenses such as: photocopying, laser printing, and so forth.

11. Ownership of Artwork

The Developer retains ownership of all original artwork in any media, including digital files, but not limited to all rights in sketches, comps/proofs, or other preliminary materials (project deliverables). The Client agrees not to copy, photograph, or modify directly or indirectly any of the art created by Developer, nor permit any third party to do any of the foregoing. All artwork and photographs developed from these designs remain property of the Developer and must be returned unless the designs are purchased by the Client. Limited usage of the Developer's design (deliverables created under this contract or SOW) may be granted by the Developer; however if a Client wishes proprietary ownership rights to the artwork, a purchasing increase fee of 45% may be added to the labor cost.

12. Testing and Acceptance Procedures

The Developer will make every good-faith effort to thoroughly test all deliverables and make all necessary corrections as a result of such testing prior to handing over the deliverables to the Client. Upon receipt of the deliverables, the Client shall either accept the deliverables and make the final payment or provide the Developer with written notice of any corrections to be made for completion, which should be mutually acceptable to both the Developer and the Client.

14. Progress Reports

The Developer shall contact or meet with the Client on a mutually acceptable schedule to report all task completed, problems encountered, and recommended changes relating to the development and printing of the deliverables. The Developer shall inform the Client promptly upon discovery of any event or problem that may scientifically delay the development of the work. Any notice or communication required or permitted under this contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to other in writing.

15. Payment

Following a contract or Statement of Work (SOW) agreement by both the Client and Developer the following apply:

Final cost may vary since the agreed upon total is an estimated amount, therefore any cost shall be disclosed to the Client for approval or disapproval. After the estimated invoice has been agreed upon by the Client and the Developer, the first installment of 1/3 the estimated total will be paid by the Client. Subsequent to the final project approval and signature by the Client, the second installment of 1/3 the estimated total will be paid by the Client. All other additional invoice costs (installments) will be paid following the completion and delivery of the project. All installments are due within 30 days of the Client's compliance with the terms of this contract. The Client's right to use the work is conditioned upon receipt of a third installment within 15 days of the Client's compliance with the terms of this contract.

THANK YOU FOR THE OPPORTUNITY TO EARN YOUR BUSINESS