

Blue Chip Designs  
**Terms & Conditions**



## **SECTION 101 GENERAL PROVISIONS**

### **101.1 Parties Involved.**

The Service Proposal (Agreements) that the Client (you, the outside company reading this and whose name is printed at the top of the Service Proposal) signed, is an agreement between the Client and the Company (Blue Chip Designs) for the Company to do work and provide services to the Client in exchange for payment from the Client.

#### **101.1.1 Effective Date.**

This Agreement is effective immediately upon receiving a signature from the Client under the Approval Section of the Service Proposal.

### **101.2 Agreement Understanding.**

These Terms & Conditions (Terms) contains the entire Agreement, and subsequent Amendments, and understanding of both parties relating to the subject matter, and merges and supersedes all prior and contemporaneous discussions, agreements, and understandings of every nature between the parties hereto.

### **101.3 Contract Length.**

These Terms and the signed Agreement are respected and actively enforced until all payment is received by the Company from the Client. After payment is received, the Company has no obligation to perform additional work for the Client, even if a new Service Proposal is generated.

### **101.4 Agreement Amendments.**

Changes to the Agreement may arise as the services requested by the Client are worked on by the Company. These changes may affect the quoted price listed on the Service Proposal. The process the Company follows for changes that affect the quoted price are defined in Section 101.4.1. And the process the Company follows for changes that do not affect the quoted price are defined in Section 101.4.2.

#### **101.4.1 Changes Affect Quoted Price.**

Should changes need to be made to the Agreement and would affect the quoted price listed on the Service Proposal, the Company must create a new Service Proposal, which once signed by the Client, will void all previous Service Proposals.

#### **101.4.2 Changes Do Not Affect Quoted Price.**

Should changes need to be made to the Agreement and would not affect the quoted price listed on the Service Proposal, the Company will, at their discretion, either send an updated Service Proposal, an entirely new Service Proposal, or an email with the changes to the Client. With no change to the quoted price, no signatures are required for the Agreement to be considered active and be enforced by the Company.

### **101.5 Terms & Conditions Amendments.**

Any and all changes made to these Terms will be sent directly from the Company to the Client in the form of an email, so the Client is made aware of the changes. The email will always originate from the email address defined in Section 101.5.1. Amendments sent by a different address than the one listed under Section 101.5.1 are not approved, enforced, or recognized as legal by the Company.

#### **101.5.1 Authorized Company Email.**

ryan.dick.2021@gmail.com

## **SECTION 102 PAYMENTS**

### **102.1 Compensation.**

In exchange for the services provided to the Client by the Company, the Client agrees to compensate the Company for the Total Hours Worked, as defined in Section 102.1.1, in addition to Company Fees, as defined in Section 102.1.2, and any other fees that may come up throughout the project.

#### **102.1.1 Total Hours Worked.**

The Total Hours Worked are recorded by the Company. The Total Hours Worked include the time spent in meetings between the Client and the Company, and all the time spent creating and working on the services requested by the Client.

##### **102.1.1.1 Total Hours Worked Calculation.**

The Total Hours Worked are recorded in 30-minute intervals and are rounded up to the next 30-minute mark.

#### **102.1.2 Company Fees.**

Company Fees include, but are not limited to, Domain Transfer fees, Domain Registration, Website and Domain Hosting, and WordPress themes and plugins.

### **102.2 Invoices.**

Invoices are sent after all services from the Service Proposal are completed. Completion is achieved only after the Client has approval the final product. Revisions, additions, and updates will be treated as new projects. Therefore, they will receive a new Service Proposal and a new invoice.

#### **102.2.1 Invoice Payment.**

Upon receiving the invoice, the Client has no more that 30 (thirty) days to submit the payment to the Company. Failure to submit the payment is subject to a Late Payment Fee. Late Payment is defined in Section 102.3. Late Payment Fee is defined in Section 102.3.1.

### **102.3 Late Payment.**

A payment is considered late when the payment is not received by the Company within the 30 (thirty) days after receipt of the invoice.

#### **102.3.1 Late Payment Fee.**

The Late Payment Fee adds an additional \$2.00 (two-dollars) per day — after the initial 30 (thirty) days set forth by the terms of the Invoice Payment, as defined in Section 102.2.1 — and can accrue no more than \$200.00 (two-hundred dollars). In extenuating circumstances, the Late Payment Fee may be waived by the Company. Conversely, the Late Payment Fee may also be increased past the \$200.00, if necessary, with no maximum amount.

## **SECTION 103 OWNERSHIP RIGHTS**

### **103.1 Type of Work.**

The Company may provide multiple types of work including, but not limited to, Website Construction, as defined in Section 103.1.1, and Digital Media Creation, as defined in Section 103.1.2.

#### **103.1.1 Website Construction.**

Website Construction includes, but is not limited to, website development, design, formatting, and optimization.

#### **103.1.2 Digital Media Creation.**

Digital Media Creation includes, but is not limited to, the creation of graphics for social media, including still pictures, logos, 2D & 3D animations. Digital Media Creation also includes the creation of videos for social media, presentations, YouTube, or any other platform which involves video production, composition, editing, and creating animations for the specific video.

### **103.2 Ownership Rights.**

The Company has different Ownership Rights regarding Website Construction and Digital Media Creation. Website Construction Ownership Rights are defined in Section 103.2.1. Digital Media Creation Ownership Rights are defined in Section 103.2.2.

#### **103.2.1 Website Construction Ownership Rights.**

Throughout the entire process in creating a website, any and all services provided by the Company are owned by the Client. The Company does reserve the right to use any and all services provided to the Client for promotion of the Company and is able to use any and all services provided to the Client in the Company's portfolio.

#### **103.2.2 Digital Media Creation Ownership Rights.**

Digital Media Creation has three stages of content. Stage one consists of creating a rough draft, test image(s) or footage, example image(s) or footage, animations, and all other content created with the intent to preview or give the Client an idea of what the final product will be. Stage two consists of the final product. This product is finalized and signed off by the Client. Stage three consists of any revisions or updates requested by the Client after a finalized product, signed off by the Client, has been created. Stage One Ownership Rights are defined in Section 103.2.2.1. Stage Two Ownership Rights are defined in Section 103.2.2.2. Stage Three Ownership Rights are defined in Section 103.2.2.3. The Company does reserve the right to use any and all services, during any of the three stages, provided to the Client for promotion of the Company, and is able to use any and all services provided to the Client in the Company's portfolio.

##### **103.2.2.1 Stage One Ownership Rights.**

During the entirety of Stage One, the Company owns all Digital Media created. The content created may be subject to a watermark. At no point during Stage One will the watermark be removed. The watermark may vary in appearance depending on the content being created.

Section 103 continued on next page...

**103.2.2.2 Stage Two Ownership Rights.**

After Stage One is finalized and signed off by the Client, the Company will remove all watermarks from the finalized version and submit that unwatermarked version to the Client. Once the Client has the unwatermarked version, all ownership rights to that unwatermarked version belong to, and are held by, the Client.

**103.2.2.3 Stage Three Ownership Rights.**

Revisions to any content finalized and signed off by the Client will go through the same process, and will be treated as, creating new content. This means revisions are protected under the Stage One Ownership Rights as defined in Section 103.2.2.1. Revisions that are finalized and signed off by the Client are protected under Stage Two Ownership Rights as defined in Section 103.2.2.2.

**103.3 Original Files.**

Digital Media Creation requires the creation of media through multiple software such as Adobe Illustrator, Adobe After Effects, Adobe Premiere Pro. All source, or original, files are property of the Company and can only be obtained by the Client after the Client has paid the Original Files Fee, as defined in Section 103.3.1.

**103.3.1 Original Files Fee.**

The Original Files Fee cost as low as \$150.00 (one-hundred fifty dollars) per file and no more than \$1,000.00 (one-thousand dollars) per file. The actual cost of the Original Files Fee is set at the discretion of the Company and is based off the following, but is not limited to, the file size, contents of the file, and how much work has gone into the file. A reasoning for the Original Files Fee will be given when the Invoice is sent out. This Invoice is protected under Section 102 of these Terms. The Original Files will be sent to the Client upon the Company receiving the Original Files Fee payment.

**103.3.2 Exceptions.**

Any services provided to the Client by the Company that fall under Website Construction, as previously defined in Section 103.1.1, are not owned by the Company, as previously defined in Section 103.2.1. Therefore, no Original Files exist, and no Original Files Fee can be charged to the Client.

## **SECTION 104 TERMINATION**

### **104.1 Terms of Termination.**

The Company performs the services for the Client as laid out in the Service Proposal and these Terms & Conditions. At any point, both the Client and the Company may suspend all services being performed with no forewarning. The party that suspends services will provide a reason for service termination to the other party within 7 (seven) days after termination.

### **104.2 Fate of Work.**

After termination of services, all services being performed by the Company for the Client will cease immediately. The Company reserves the right to not finish any and all work that is unfinished.

### **104.3 Termination Fee.**

Although there is no fee for terminating services with the Company, there is a Work Completed Termination Payment, defined in Section 104.3.1.

#### **104.3.1 Work Completed Termination Payment.**

Any work that has already been performed will be billed to the Client up to 85% (eighty-five percent) of the original total as quoted in the Service Proposal. The Work Completed Termination Payment will be sent as an Invoice to the Client and is protected under Section 102 of these Terms.



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