



## TERMS & POLICIES

By making any payment to Hard Row Design & Marketing LLC, it signifies you have read, understand, and agree to the terms below. These terms are included on all invoices and email exchanges. Terms & Policies in place as of 11/31/23.

### I. COPYRIGHT & LICENSING

Any image, video, digital, or graphic assets supplied to HARD ROW DESIGN & MARKETING LLC to complete a project are certified by the client to have proper licensing/ permissions and do not infringe on any copyright or IP laws. The client retains all responsibility that proper licensing and permissions have been obtained beforehand on all provided assets to HARD ROW DESIGN & MARKETING LLC, and it's employees. Hard Row Design & Marketing LLC cannot be held liable for use of provided assets including but not limited to: images, graphics, fonts, logos, scans, etc...

In summary; the client holds all legal risk/ liability and will pay damages for any type of improperly licensed, stolen, copyright, trademark, or intellectual property.

### II. APPROVING ARTWORK

Please review all artwork carefully. Double check all information/spelling/artwork is correct.

Once approval to go to print or finalizing files is given by the client, any mistakes that require alterations or revisions needed afterward with any cost associated are the responsibility of the client. Reprint costs can be given at a discount.

\*Approval to go to production must be submitted in written communication, verbal approval will not be valid.

\*\*Once approval to go to production is given, there is unfortunately no stopping the production process.

### III. PAYMENTS FOR GOODS & SERVICES

**SERVICES:** Payment for services are due BEFORE any work begins.

\*If money for services is still owed, final files will not be released until final payment is made. If final payment is never made, Hard Row Design & Marketing still holds ownership over the intellectual property & files. If said files are used in any shape or form without final payment, client will be subject to additional royalty charges and court proceedings to collect final payment.

**GOODS:** Payment for goods/products are due before production can begin.

*\*In our trade, most orders are custom made which is why there is no flexibility on our payment terms. Custom printed/produced materials are not able to be returned, or reused.*

### IV. SHIPPING

If final products are being shipped, we use the client-provided address. Lead times for shipping are an estimate, never a guarantee per the shipping companies. As these are third-party vendors, we unfortunately have no control over delivery times.

### V. PROJECT LEAD TIMES

We are committed to meeting your project deadlines. Be sure to give a clear expected timeline of the project upon inquiring. 25% Rush fees for 2 business day (or less) deadlines will be applied on services, if tangible goods are included in a rush project, we will communicate your options and any of our concerns.

Projects contingent on CLIENT-PROVIDED CONTENT / MATERIALS (verbiage, photos, other graphics to incorporate, etc..) may set back the project completion date if not supplied to Hard Row Design & Marketing in a timely manner, or date agreed upon.

### VI. SPECIALTY PRINT FINISHES

Specialty print finishes such as Metallic Foil, Spot UV, Raised Spot UV, Embossing, Raised Foil, etc.. have a print industry standard variable tolerance of 1/16th of an inch shift. This means 1/16th of an inch shift in elements printed with a multi-step process like the aforementioned specialty print options is standard and accepted. There is unfortunately no guarantee on perfectly matched/printed elements. If the rare occasion it is more than 1/16th of an inch off, please contact us immediately to remedy the situation.

### VII. CANCELED/ BOUNCED PAYMENTS

Canceled/ Bounced payments are subject to \$150 inconvenience fee paid by the client.

### VIII. TERMINATION OF PROJECT AFTER DEPOSIT

In the event that a project needs to be terminated after a deposit is made, if no work has begun, up to 70% of the deposit can be returned. If work has begun, deposit is forfeited and working files will be turned over to the client.