

# SHADOWFERN CREATIVE – TERMS OF CREATION

## YOUR GUIDE TO HOW WE WORK TOGETHER

### Payment Structure

Payment terms are based on the size and complexity of your project. The exact structure for your project is outlined in your quote. Deposits are non-refundable once work begins. They reserve time in my schedule and creative capacity for your project, and are considered earned upon receipt.

Most projects fall into one of the following payment schedules:

- **Smaller Projects (Under \$750):**  
100% payment is due upfront before work begins
- **Standard Projects (\$750 – \$2,500):**  
75% deposit due before work begins  
25% due upon final delivery
- **Large or Ongoing Projects (\$2,500 and above):**  
50% deposit due before work begins  
25% due at concept or design approval  
25% due upon final delivery

**Retainer agreements** are available if you need ongoing creative support. Retainers are billed monthly in advance, include a set number of design hours, and renew on the same day each month unless canceled with 30 days' notice. Hours do not roll over from month to month; any unused time expires at the end of the billing cycle. Retainers guarantee priority access to my schedule and keep your creative needs flowing consistently.

Each retainer tier includes design services only. Printing costs, third-party fees, and additional hours beyond the retainer are billed separately at my current hourly rate.

#### Small Retainer – Up to 5 hours per month

Typically includes one monthly item such as 1-2 social media graphics, a small print ad, or simple revisions and design touch-ups.

#### Medium Retainer – Up to 10 hours per month

Generally covers one monthly project such as 3-5 social media graphics, a single- or double-sided flyer, or a small batch of basic digital assets.

#### Large Retainer – Up to 15 hours per month

Best for ongoing support, often covering one monthly project such as up to 8 social media graphics, a set of event materials (poster, invite, or signage), or brochure updates or a light website refresh.

**Invoices** are due upon receipt, unless we've agreed to a different timeline in writing. Payments not received within 30 days may incur a one-time 10% late fee on the outstanding balance. If your balance remains unpaid, work may pause and file delivery may be delayed until we're caught up.

**Final payment** is due before I release your final files. Once payment clears, your files are delivered via email, cloud link, or file transfer. Please download and securely store all files within 7 days, as access may not be available after that window.

### Cancellations

If I haven't heard from you in more than 30 days, the project may be treated as inactive or canceled. Any work completed up to that point will be invoiced. Either party may cancel in writing at any time. Payment stays due for any completed work, time I've reserved for you, and milestones we've reached up to the cancellation date.

I reserve the right to end a project if payments aren't made, if communication becomes disrespectful or hostile, or if the requested work conflicts with legal, ethical, or personal standards. All work completed up to that point remains payable.

### Communication Expectations

To keep everything clear and documented, all project communication, feedback, and approvals happen in writing via email. If you share requests through text, social media, or in conversation, I'll ask you to confirm them by email so we're on the same page.

Quick replies help keep projects moving smoothly. I aim for responses within 2-3 business days, and I appreciate the same from you when possible.

### Revisions

Most projects include 2-3 rounds of revisions, except for more complex work like logos, full branding, or websites (the exact number is in your quote). A "round" means you give me consolidated feedback on what I've shown you, rather than rolling edits throughout the process. If you need additional rounds beyond what's included, they're billed at my current hourly rate and I'll confirm the cost in writing before moving forward.

### Scope Changes

Sometimes inspiration grows beyond the original plan, and that's okay, it happens. If anything comes up outside what we originally agreed to, I'll quote it separately and we'll get your written approval before I start.

### Feedback and Timelines

Feedback within 2-3 business days is ideal whenever possible as you review concepts and revisions. If I haven't heard from you for more than 30 days, the project may be treated as inactive or paused. Any work completed up to that point will be invoiced, with payment due within 14 days.

If a project is restarted later, a restart fee and updated timeline may apply.

### Non-Refundable Work

Changes of mind, shifts in business direction, or cash flow challenges don't qualify for refunds. Payments for completed work, time I've reserved, or deposits are non-refundable, even if the project doesn't move forward.

### Rush Projects

Rush timelines carry a minimum 25% rush fee. Large or complex projects may have higher rush rates—I'll confirm the cost in writing before work begins. Rush availability isn't guaranteed; it depends on my existing bookings and capacity.

### Final Delivery and After-Delivery Policies

Delivery is complete once I send your files via email, cloud link, or file transfer. Please download and secure all files within seven days of receiving them—access may not be available after that window.

# SHADOWFERN CREATIVE – TERMS OF CREATION CONTINUED

Files come in the formats listed in your quote (for example, PNG, JPG, SVG, PDF). Editable source files (AI, PSD, INDD) aren't included unless we've agreed otherwise in writing and may involve an additional fee. Please don't modify or alter final designs yourself. If you'd like updates or new versions after delivery, I'm happy to help at my current hourly rate. If you prefer to make changes on your own, you can purchase the editable source files for an additional fee. Once you have them, you're responsible for any modifications you make and any issues that result.

For 30 days after delivery, I'm happy to answer reasonable questions about how to use or open your files, like "Which version is for Instagram?" or "How do I open this?"

Changes to the design itself, such as edits, resizing, formatting, or redesigns, aren't included in this support and are handled as new work with a separate invoice. I'm not responsible for lost or corrupted files after seven days from delivery.

## Third-Party Resources and Licenses

Shadowfern Creative maintains professional subscriptions for licensed fonts, images, and design assets. Any stock images or fonts I source through these subscriptions are included in your project fee and fully licensed for how they'll be used.

If you request specific imagery, fonts, or other resources outside my existing subscriptions, I'll let you know before purchasing and quote any extra costs. Those additional costs get added to your invoice once you approve them.

All third-party assets come with their own terms and conditions. Once delivered, please don't modify, share, or reuse licensed assets in ways that break those provider terms.

## AI and Technology Usage

Shadowfern Creative uses professional design software and, when it makes sense, AI-assisted tools to work more efficiently. Everything gets reviewed and refined by me to make sure it meets professional standards.

If you'd prefer that I don't use AI tools for your project, just let me know before we start—it may affect pricing or timelines.

## Portfolio Rights

Once complete, designs often step out of the studio and into the portfolio — proudly representing what we've built together. I may display finished work in my portfolio, website, or promotional materials unless we've agreed otherwise in writing.

If you'd prefer the work remain private, please let me know before we begin. A 5% privacy fee applies.

## Client Responsibilities

To keep things moving smoothly, please share any brand materials I should use—like your logo, brand guidelines, or existing assets.

If you don't have written content or imagery ready, that's completely fine. I can create or source these elements using professional resources, licensed stock images, and AI-assisted tools when it makes sense. I'll discuss and get your approval before purchasing anything outside my standard subscriptions.

You confirm that any materials you share are yours to use and share, and that nothing infringes on anyone else's rights. I'm not responsible for errors, omissions, or legal issues that come from materials you provide.

Before final approval, please proofread all text and double-check the accuracy of contact information, dates, prices, and other details.

## Subcontracting Rights

If needed, I may work with trusted specialists like developers, illustrators, or copywriters. Everyone I collaborate with follows the same confidentiality and quality standards. I'll let you know if bringing in help affects cost or timing.

## Indemnification

You agree not to hold Shadowfern Creative responsible for claims or damages that come from:

- Materials you provide
- Copyright or trademark issues in your content
- Misuse or alteration of delivered designs

In other words: you confirm that you have the rights to share the materials you provide, and you won't hold me responsible for any issues that come from them.

## Intellectual Property and Copyright

All work remains the property of Shadowfern Creative until final payment is received. Once payment is complete, you own the rights to use the final approved designs for the agreed purposes, including print, digital, merchandise, and internal or external marketing, with no expiration.

This doesn't include unused drafts or sketches. The final designs aren't intended to be resold or offered to other businesses as-is (like selling a logo to another company or offering it as a template).

## Liability

I deliver professional work with care and attention to the agreed scope, though occasionally things can go wrong.

Shadowfern Creative's total liability for any claim related to this project, whether for errors, delays, or other issues, is limited to the total amount paid for the project. This is the maximum amount that can be recovered under any circumstances.

I'm not liable for indirect, incidental, special, consequential, or punitive damages, or for any loss of profits, revenue, or data that may result from the use of the design work once it's been approved.

I'm also not responsible for:

- how you use, modify, or misuse the designs after delivery
- technical problems with third-party systems, printers, or platforms
- errors, omissions, or issues in any content or materials you provide

Before you publish, print, or launch the work, please review and approve everything. Once you've approved it, you're responsible for how it's used going forward.

## Warranty Disclaimer

All work is created with professional care, skill, and attention to detail. I aim for excellence, but no design can guarantee specific results like sales, engagement, or recognition—those depend on lots of factors outside our control.

I can't promise that every file will perform perfectly on every platform, printer, or system, or that the designs will suit uses beyond what we discussed in the original scope.

# SHADOWFERN CREATIVE – TERMS OF CREATION CONTINUED

You're responsible for reviewing and approving all work before using it. Once approved, the designs are accepted as is for their intended purpose.

## Confidentiality

We both agree to respect and protect each other's privacy and proprietary information.

I'll keep your sensitive business details, strategies, and materials confidential, using them only for the purpose of completing your project. In return, you agree not to share any working files, templates, or internal processes belonging to Shadowfern Creative with third parties without written permission.

## Force Majeure

If either party is prevented from fulfilling their obligations due to serious illness, family emergencies, natural disasters, or other events outside either party's reasonable control, the project may be paused. Everyday delays or routine technical issues aren't considered force majeure events.

Any work completed up to that point remains payable, and deposits are non-refundable. If work can't resume within 90 days, either party may end the agreement by written notice, with payment due for all completed work.

## Governing Law

This agreement follows Michigan law, no matter where I'm physically working from. Hopefully we'll never need this section – it's simply a safety net.

If any issue ever comes up, we'll start with honest conversation and, if needed, mediation with a neutral third party to help both sides find fair ground. Mediation may be held remotely through video or online platforms. If it can't be resolved that way, any further legal steps will follow Michigan law.

For U.S. clients, any action will take place under Michigan jurisdiction and may be handled remotely. For international clients, disputes will be resolved through binding arbitration, conducted in English and handled remotely under Michigan law.

Bottom line: I work remotely, and disputes are handled remotely. Let's keep the creativity flowing and leave the courtrooms to someone else.

## Statute of Limitations

Any legal claims related to this project must be filed within one year of final delivery.

## Severability

If any part of this agreement isn't enforceable, the rest remains in full effect. We're not tossing out the whole spell just because one line doesn't stick.

## Entire Agreement

These Terms of Creation and the project-specific quote together form the full agreement between you and Shadowfern Creative. The quote outlines the unique details of your project, including scope, deliverables, pricing, timelines, file formats, and the applicable payment structure. These Terms of Creation apply to all projects and govern the working relationship as a whole.

Any changes to the agreement must be made in writing and confirmed by both parties. Verbal requests, side conversations, or informal comments do not override what is written here or in your quote. Keeping all decisions documented protects both parties and ensures clarity from first concept to final delivery.

When you approve your project quote in writing, you're confirming that you've reviewed and understood both the project details and these Terms of Creation. That written approval means you agree to the full agreement.