TERMS AND CONDITIONS

REQUIREMENTS FOR WORK TO COMMENCE:

* All work requests must be in clear, concise writing via email. This manner allows us to go back over the work request to ensure we are following your specifications.
* Agreement to work with, and submission of an order to Horsepower Graphics & Marketing, constitutes agreement to these terms and conditions.
* All orders must be paid for in full BEFORE any work will be started. No exceptions. We apologize for any inconvenience; however, this avoids failure to pay. Rest assured we will work the design to satisfaction.
* No final artwork or files will be delivered until all invoices are paid in full and client has approved the final design. Please note the license for use is transferred to you at this time. Horsepower Graphics maintains copyright for all works created by Horsepower Graphics. Delivery of files consists of the following:
* Supply of final artwork digital files to printer
* Via email to nominated email account
* Uploaded to nominated FTP for media prints
* The Client is to proof read and approve a final copy before the delivery of artwork. The email verification of the Client’s Representative shall be conclusive as to the approval of all artwork prior to their release for printing, implementation, or installation. No refunds or reprints are given after a final approved design has gone to print due to oversights by the client’s proof reading.
* Heidi Schlenker/Horsepower Graphics reserves the right of refusal. While all efforts are made to ensure the client receives a design to his/her specifications, Client agrees Horsepower Graphics reserves the right to use the correct terminology, correct and verified registration, show record, and sire/produce record for the equine or canine. Horsepower Graphics reserves the right to keep layouts and information clean, concise, accurate, and adhere to industry standards despite current “trends” of incorrect terminology or slang.

COPYRIGHT

* Horsepower Graphics maintains express copyright privileges for all graphic design work. Clients are NOT granted the right to edit, transform, crop, or change a design, whether the design is complete or an incomplete concept. Clients are NOT granted the right to have another designer change or edit ANY portion of a copyrighted work completed by Horsepower Graphics. Alterations of designs produced by Horsepower Graphics, without express written consent from Horsepower Graphics, will result in prosecution to the fullest extent of the law for copyright infringement.

PHOTO ALTERATIONS

* Horsepower Graphics will color correct photos, replace backgrounds, and tastefully edit out halters and lead ropes by request. Horsepower Graphics WILL NOT edit the conformation of the horse. Horsepower Graphics will represent your horse fairly, accurately, and tastefully, and does not believe in deceptive photo alterations. DO NOT ASK for any edits that change the overall conformation of the horse.

DESIGN SAMPLES

* Any and all work may be used as part of Horsepower Graphics portfolio, including unused concepts. We acknowledge the confidential nature of projects and agree to only display project work once product/site has been publicly launched/commenced. Construction files (unused concepts, revision files, fonts, Photoshop layered files, Adobe Illustrator files) remain the property of Horsepower Graphics.

FEES FOR SERVICE

* It is agreed that the fee for service shall be the fee listed on the website for the service, unless work undertaken exceeds the items specified in the work order. The client agrees to pay appropriate fees for the excess work, outside the scope of the original agreement. If an increase in the scope of the project is detected, the client will be notified immediately. The client agrees to pay the additional fees for work requested beyond the scope of the work order.
* Each project includes a draft and up to 3 revisions. Any revision exceeding the 3-revision limit will incur a $45 fee PER CHANGE requested, even if the client decides to use the work created before initiating the change request. Once work has commenced, should client choose to cancel the work order, client is entitled to 30% of the overall cost of work ordered.

LIABILITY & LITIGATION

* It is agreed that all work and materials provided for the client by Horsepower Graphics without infringing upon the rights of others including, and without limiting the generality of the foregoing, any copyright, trade, secret patent, or trade mark rights of any third party. Under no circumstances shall Horsepower Graphics be liable to the client for an indirect or consequential loss suffered by the client including: (without limitation) loss of profit, loss of Contracts or pure economic loss. Liability to any third party for any reason is specifically excluded unless separately agreed in writing. Indemnity: The client agrees to indemnify and hold harmless the designer from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including lawyers’ fees and costs, but only to the extent caused by, arising out of, the work supplied by the designer.

APPROVAL OF FINAL ARTWORK

* While we take care to avoid errors, we accept no responsibility for typographical errors, spelling mistakes, or incorrect information on any project committed to print or production. The Client is to proof read and approve all final copy before the production of artwork. The email verification of the Client’s Representative shall be conclusive as to the approval of all artwork prior to their release for printing, implementation or installation. No refunds or reprints are given after a final approved design has gone to print due to oversights by the client’s proof reading.
* Client agrees to RESPOND to Horsepower Graphics regarding files sent for approval within 24 hours of files being sent. If client fails to respond, but has read messages that have been sent, client will forfeit design and all monies paid.

PRINT RETURNS AND REFUNDS

* It is agreed that Horsepower Graphics is not responsible or held liable for any errors contained in the final product after the final product has been approved by the client, (approval may be given either verbally or in writing), committed to print or posted in view of the public. Horsepower Graphics will not be held responsible for changes or amendment made after approval. It is the sole responsibility of the client to notify Horsepower Graphics of any such errors during the revision cycle and before the final files have been generated.

REFUNDS

* Due to the extreme custom nature of graphic design, the Client understands that no work will commence until the work requested has been paid in full. In the event the customer is not satisfied with the design and wishes to cease production, the Client understand he/she is only entitled to a 30% refund to cover the time, materials, and programs used to create the design.

COLOR VARIATIONS

* With all printing there may be some color variations from what you have seen on screen, to what the final product looks like, and previous orders. This is due to the nature of CMYK printing and bulk-run printing system. There will be no reprints at the expense of Horsepower Graphics.

PHOTOGRAPHY

* Horsepower Graphics maintains the right to retain copyright on images. Image licenses are granted for social media use, one-time ad use, and commercial use.