



Terms and Conditions – 2020/2021

TERMS

50% required to begin the work, with balance of 50% due upon completion of project, plus any mutually agreed upon overages incurred during production.

REVISIONS

We understand revisions are a phase of the design process. A round of revision occurs after a design proof is sent to the client, feedback is provided in return and necessary changes are then made. Two (2) rounds of revisions are included in the project scope, provided that such revisions do not require work exceeding the Scope of Work as defined in this agreement. Additional revisions shall be notified to the client and billed at our hourly rate.

CHANGE OF WORK ORDER

Changes requested by the client that fall outside the Scope of Work as defined in this agreement are separated and billed accordingly. Client shall be notified when requested work falls under a Change of Work order and both parties will agree on scope and cost before moving forward.

POINT OF CONTACT

All communication with Arkitek Scientific will go through the Project Manager. Contact phone number is (206) 286-0337. Contact email is beth@arkitek.com

DELAY FEE

Following acceptance of the contract which defines the delivery date(s), there will be a 2% fee (of the total project) assessed for each month the project is delayed. Any increment of a month more than 15 days will be rounded up to a month.

KILL FEE

In the event of cancellation of this assignment, ownership of all copyrights

and the original artwork shall be retained by the Company, and a cancellation fee for work completed, and expenses already incurred, shall be paid by the Client. Cancellation fee is based on the hours submitted, if the project is on an hourly basis or a percentage based on the time estimate for the entire job. A 100% cancellation fee is due once the project has been finished, whether delivered to the client or not.

FORCE MAJEURE

A Force Majeure Event means any event outside of Arkitek's control, including, without limitation, acts of God, meteorological events, such as storms, rain, wind, fire, fog, flooding, earthquakes, haze, or volcanic eruption. It also includes, without limitation, government action, disturbances or potentially volatile international conditions, civil commotions, riots, embargoes, wars, or hostilities, whether actual, threatened, or reported, strikes, work stoppage, slowdown, lockout or any other labor related dispute involving or affecting Arkitek's service, or any fact not reasonably foreseen, anticipated or predicted by Arkitek.

OTHER CONDITIONS

The work shall bear a copyright symbol indicating ownership of the work by Client. Upon approval of the Client, Arkitek Scientific will be allowed to use both stills and the animation in part or in whole for self-promotional purposes only.

This is considered a "Work for Hire", meaning that all copyrights to the completed movie(s) and stills are retained solely by Client in perpetuity, and Arkitek lays no claim to them. However, as is common in this industry, Arkitek retains the sole rights and ownership of all models, textures and maps, scenes, and any other software created by Arkitek during this project. Any models or other information supplied by Client for this project shall remain the sole property of Client.

Arkitek is not responsible for the accuracy of the information provided by the Client, or to the manner of presentation or use by Client. All work provided by Arkitek is subject to creative artistic interpretation for the purpose only to convey images, sound and/or animation, according to the vision and limited information provided by the Client. Further, Arkitek offers no warranty or guaranty (express or implied), nor assumes any liability for the creations provided. Other limitations may be expressed specifically in the contract. Miscellaneous charges (such as shipping, media, etc.) will be billed separately at the end of the job.