**RedByrd Studio / Client Work Agreement**

IN CONSIDERATION OF the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties agree as follows:

**SERVICES TO BE PROVIDED BY REDBYRD**

RedByrd will provide the services set out in the approved Project Estimate upon approval of both parties.

**COMMENCEMENT DATE**

RedByrd will commence the Services upon receipt of an approved estimate and project outline from Client and receipt of the upfront fee payment.

**CLIENT RESPONSIBILITIES**

Client will:

1. provide RedByrd with materials required (logos, materials etc.) as set out in Project Outline; and
2. meet / conference with RedByrd as set out in Project Outline / Contact emails to provide further instructions with respect to the project details and specific requirements.

Any delays in Client fulfilling these responsibilities may delay delivery of the Work. RedByrd will not be in breach of this Agreement or any in way liable for any such delay caused by Client.

**DELIVERY OF PROJECT**

RedByrd will use its best efforts to deliver the Project in accordance with the Project outline. Client acknowledges that any request for changes in the Project may result in delays in the delivery date. Any costs of shipping or insurance related to delivery of the Project shall be the responsibility of the Client. The Client will assume the risk of the product when in transit.

**SUBSTANTIVE REVISIONS**

If RedByrd receives a notice that Client is not satisfied with the work. RedByrd will make the requested changes (“Revisions”) within a reasonable period of time. If the Revisions will require 10-15% or less of the time required to produce the Work, RedByrd will make the Revisions at no additional charge. If the Revisions will require greater than 10-15% of the time required to produce the Work, RedByrd will provide Client with a fee estimate (at a rate of $120/hour) and delivery schedule and will only undertake the Substantive Revisions if Client provides written approval of the additional cost associated with the Revisions.

**CHANGES IN PROJECT**

If Client wishes to change the scope of Services or Specifications, Client must notify RedByrd in writing and RedByrd will confirm in writing whether it agrees to the amended Services or Specifications and provide an estimate of the fees associated with such amendments and additional payment schedule.

**EXCUSABLE DELAY**

If RedByrd’s ability to provide the Project shall be curtailed or limited directly or indirectly by unforeseen illness or injury, actions or negligence of the Client, act of God, act of public enemy, acts of government bodies or agencies, for any matter outside the control of RedByrd, the delay or failure of RedByrd to provide the Project to the Client shall not constitute a breach or failure of performance under this agreement for the period of time occasioned by any such occurrence and the date for delivery shall be extended accordingly.

**PROOF READING AND REVIEW**

RedByrd shall make commercially reasonable efforts to ensure that the Work is free from spelling, or grammatical errors. RedByrd shall provide a draft of the Work to Client for Client’s review and comment prior to final delivery of the Work. Client is responsible for final proof reading and review. RedByrd shall not be responsible for any spelling or grammatical errors contained in the Work after final delivery of the Work.

**ACCEPTANCE**

Client will, within 5 business days of receipt of the Work from RedByrd, notify RedByrd whether it is satisfied that the Work meets the Specifications. If RedByrd does not receive any such notice from Client, the Work will be deemed to be accepted by Client.

**PAYMENT**

Payment schedule: Client shall pay RedByrd for the Work according to the following payment schedule:

1. 40% of invoice upon commencement of project. Payment is to be received within the 15 day term set out in the approved estimate.
2. 60% of invoice upon completion of project Payment is to be received within the 15 day term set out in the approved estimate.
3. Method of payment: Client shall submit all payments by e-transfer to [robin@redbyrd.ca](mailto:robin@redbyrd.ca) or by cheque made payable to RedByrd Studio – 2764 Line 4 North, Oro-Medonte, L0L 2L0, CANADA.

Late payments: If Client fails to make any payment by the due date for such payment, RedByrd may, in addition to any other rights existing under this Agreement or at law:

1. Require Client to pay an immediate 20% increase in payment on the overall invoice for penalty on the late invoice
2. Terminate this agreement;
3. Withhold all files, designs, Work or Services; and

Eligible expenses: Client shall pay RedByrd’s expenses incurred in connection with the project outline and included on the approved estimate

Client shall pay the expenses incurred by RedByrd in providing the Services, including any expenses set out in the Project Outline and any additional expenses incurred by RedByrd during the course of the Project,: e.g. stock video / photos, shipping, courier, typesetting, blueprints, models, disks, presentation materials, photocopies, etc

RedByrd will invoice Client for such Eligible Expenses upon delivery of the Work to Client and Client must pay such invoices within 30 days of receipt.

Cancellation fee: In the event of cancellation of the Project, ownership of all original artwork and components along with digital assets shall be returned and retained by RedByrd.

If Client cancels the Agreement, for any reason, Client shall pay RedByrd for all work completed up to and including the day of written notification including an additional 20% cancellation fee (based on work completed and costs associated with project upon date of cancellation); Client will also pay RedByrd for all Eligible Expenses incurred up to and including the date RedByrd is notified of Client’s cancellation.

**TERMS OF USE / OWNERSHIP**

Ownership of original artwork, preliminary designs and models, components of the project: RedByrd will own all preliminary and working designs and models, including any files or assets used to create the Final Work and any assets created for the use of the Final Work.

Ownership of Work: Client shall acquire the limited right to use the final work for the purpose stated in the approved Project Outline / Estimate. Client shall not be entitled to amend, modify or alter, in any manner whatsoever, the Work without the written consent of RedByrd.

RedByrd rights to Work: The project work and components of the project are subject to copyright and shall remain the property of RedByrd. RedByrd retains the right to reproduce the Work in any form for marketing, competitions or other promotional purposes, including but not limited to, RedByrd’s portfolio and website and Social Media. RedByrd may also describe its role in developing the Work.

**LIMITATION OF LIABILITY**

RedByrd shall not be liable for any incidental or consequential damages which the Client suffers as a result of RedByrd’s failure to complete any part of the Project in a timely manner regardless of whether such failure was caused by intention or negligent acts or omissions of RedByrd or of a third party. RedByrd exclaims all implied warranties including the warranty of merchantability or fitness for a particular use.

**TERM AND TERMINATION**

Term: This Agreement commences upon the Effective Date set out in Project Outline / Estimate and will remain in effect until the Work is delivered and accepted by Client.

Termination: This Agreement may be terminated:

1. by either party, [for any reason] effective immediately upon notice
2. by the mutual agreement of the parties; or
3. immediately, without notice, if either party:
   1. makes an assignment, proposal, compromise or arrangement for the benefit of creditors or is petitioned into bankruptcy, or files for the appointment of a receiver;
   2. cease to carry on business; or
   3. breaches any of its obligations under this Agreement and fails to cure the breach within ten (10) business days of receipt of written notice of the breach.

Consequences of termination: If the Agreement is terminated other than for breach:

1. Client shall pay RedByrd for the Services performed up to and including the date of termination including an additional 20% cancellation fee (based on work completed and costs associated with project upon date of cancellation);
2. Client shall pay all Eligible Expenses incurred up to and including the date of cancellation;
3. RedByrd shall, upon receipt of full payment of its fees and Eligible Expenses, as set out in paragraph a, grant to Client ownership of Work provided to and accepted by client as of the date of termination.

Suspension of Services: Client may, by prior written notice to RedByrd, put the project on hold for up to 60 calendar days, provided that Client pays RedByrd for the Services performed up to and including the date of suspension. If Client wishes to resume the project after 60 calendar days, it must renegotiate a new agreement with RedByrd.

**CONFIDENTIALITY**

All correspondence and documents provided will be treated as confidential between the Client and RedByrd (and associated parties i.e.: personal employees or contractors), unless consent has been granted by both parties.

**ENTIRE AGREEMENT**

This agreement constitutes the entire agreement of all the parties with respect to the subject matter hereof and except as stated in this agreement there are no representations, undertakings or agreements of any kind between the parties respecting the subject matter hereof.

Client acknowledges that approval of an estimate constitutes an agreement of terms and conditions provided at redbyrd.ca and linked to the initial project estimate / outline / invoice and thus will comply with such General Terms and Conditions at all times.

**SUCCESSORS AND ASSIGNS**

This agreement shall be binding upon and ensure to the benefit of the parties hereto, their personal representatives, successors and assigns.

**GOVERNING LAW**

This agreement shall be governed by the laws of the Province of Ontario. All disputes, controversy or claims arising out of or in connection with this agreement shall be submitted to and be subject to the exclusive jurisdiction of the courts of the Province of Ontario.

IN WITNESS WHEREOF the parties **agree to the above terms and conditions upon approval of RedByrd’s digital estimate / project outline.**

IN WITNESS WHEREOF, the Parties below have read and agree to the RedByrd / Client Work Agreement:

REDBYRD



Name: Robin Soloy

Position: Principal