



LOGO DESIGN SUBMISSION FORM

FAX TOLL FREE - USA/CANADA: 1-866-511-7311

FAX Outside USA & Canada: 1 • 905 • 564 • 6822 Website: www.thelogofactory.com

COMPLETE THIS FORM & FAX TO 1-866-511-7311 (905-564-6822)

This FAX submission form has been designed to allow our designers to have access to the information they'll require to complete your new project to your satisfaction. Please complete the following fields as completely as possible. (* indicates required information). Once you have completed this form, you can FAX it to our studios where it will be scheduled as per the package that you select. For an online version of this form, visit our web site www.thelogofactory.com and click on the 'GET STARTED NOW' button.

OF PAGES:

WWW.THELOGOFACTORY.COM

info@thelogofactory.com

VOICE: 1-866-891-9704

SECTION ONE

YOUR INFORMATION - IF YOU PLAN TO PAY USING CREDIT CARD, PLEASE USE BILLING ADDRESS

*My Name (Name on Credit Card):

*My Address:

*City:

*State or Province:

*Zip or Postal code:

*Country:

*Telephone Number:

Fax Number:

*Your E-mail Address:

Need help with this form? Call us Toll-Free: 1.866.891.9704 (USA/Canada) Local & outside USA/Canada 1.905.LOGO.747

SECTION TWO

COMPANY & LOGO INFORMATION

*Company Name.

*Name, Text to be used in logo.

SECTION THREE

PROJECT INFORMATION / CREATIVE BRIEF

Date required (please check package scheduling):

Corporate colors (if any):

TEXT ICONIC GRAPHICAL ILLUSTRATIVE

TYPE OF LOGO: Check ALL that apply. NOTE - Illustrative logos MAY require a MINIMUM Professional Level Package selection. Contact The Logo Factory for further details.

Need help with this form? Call us Toll-Free: 1.866.891.9704 (USA/Canada) Local & outside USA/Canada 1.905.LOGO.747

COMPANY / PRODUCT (SUBJECT OF LOGO) OVERVIEW.

COMPANY OVERVIEW: Tell us a little about your company or the product you wish to create a logo for. Any additional information can be sent via E-mail to our general account - info@thelogofactory.com.

ATTACH OTHER DOCS IF NECESSARY

CREATIVE STRATEGY.

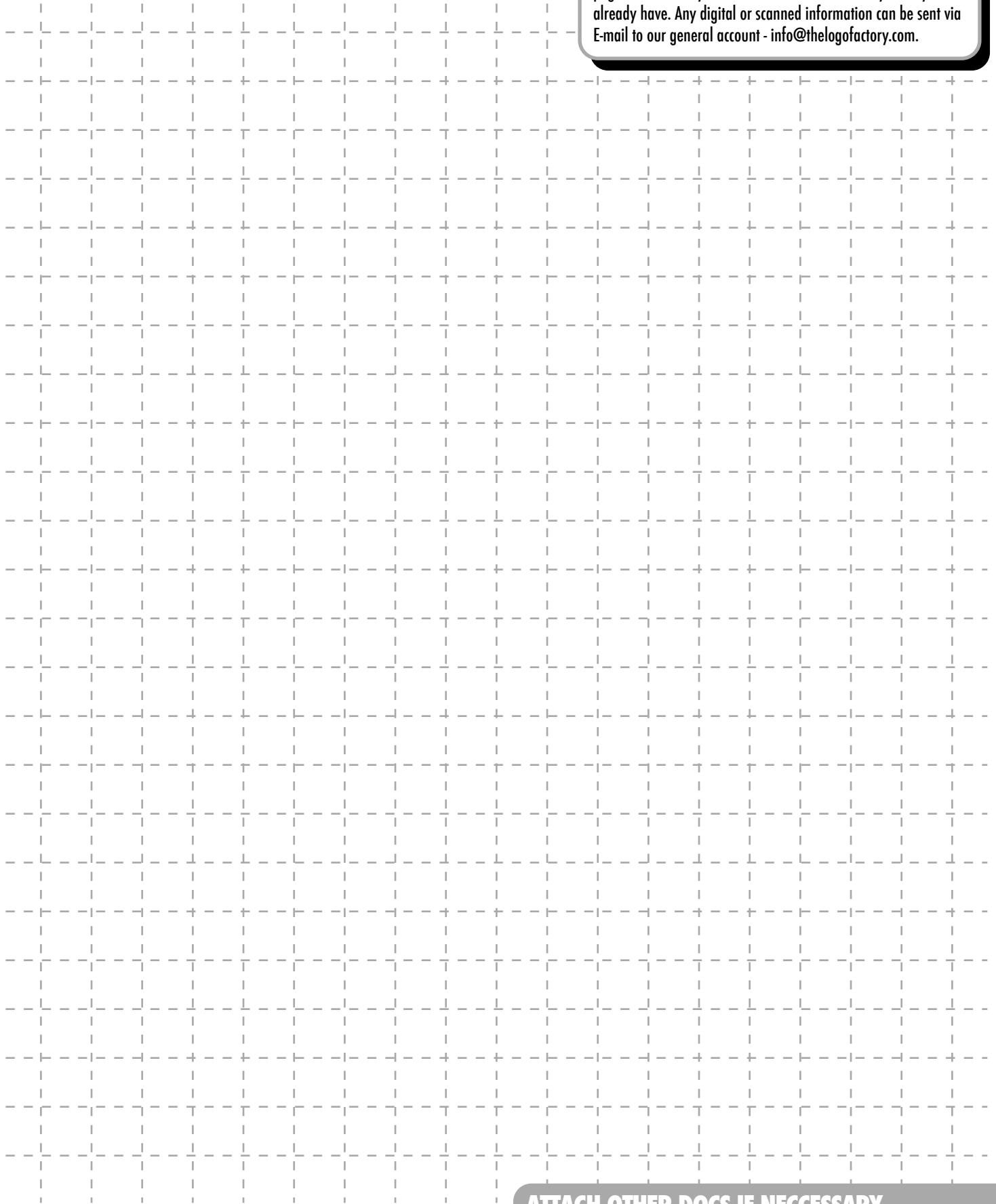
CREATIVE STRATEGY: The theme you want your logo to embody. Think of 'buzzwords' - Conservative. Funky. Cutting-edge. Reliable. New. Trustworthy. Tell us some logos you like, some you don't. Tell us a little about your market demographics - the kind of people that you need to find your logo appealing. The kind of market you're trying to reach.

ATTACH OTHER DOCS IF NECESSARY

SECTION THREE

ADDITIONAL NOTES, DOODLES & DIAGRAMS

ADDITIONAL DOODLES, NOTES & DIAGRAMS: Use this page to outline any additional notes or ideas that you may already have. Any digital or scanned information can be sent via E-mail to our general account - info@thelogofactory.com.



ATTACH OTHER DOCS IF NECESSARY

SECTION FOUR

PAYMENT INFORMATION

PAYMENT & PRICING: For any questions on pricing or payment submission, contact us by phone or e-mail - info@thelogofactory.com. You can also submit your project via our website at www.thelogofactory.com

SAME BILLING INFO AS ON PAGE # 1

*Name EXACTLY as it appears on card:

*Billing Address:

*City:

*State or Province:

*Zip or Postal code:

*Country:

Credit Card Type and Number:

VISA **MC** **AMEX** **DISCOVER** #:

I Authorize the Following Charge:

\$395.00 ENTRY PACKAGE FULL PAYMENT

\$495.00 ENTRY+ PACKAGE FULL PAYMENT

\$297.50 PROFESSIONAL PACKAGE 50% Retainer (\$297.50 Balance due at completion of project)

\$347.50 PROFESSIONAL+ PACKAGE 50% Retainer (\$347.50 Balance due at completion of project)

\$612.50 GOLD PACKAGE 50% Retainer (\$612.50 Balance due at completion of project)

\$1250.00 PLATINUM 50% Retainer (\$1250.00 Balance due at completion of project)

Logo Design PLUS, Gold & Platinum Packages include Stationery Design (Letterhead, Business Card - up to 4 Cards - and Envelope Design).

Expiry Date:

*Credit Card CCV Security Code:

<input type="text"/>	<input type="text"/>	<input type="text"/>
----------------------	----------------------	----------------------

*** LOCATING YOUR CREDIT CARD CCV SECURITY CODE:**

If you are using MasterCard, Visa or Discover card your CCV Security Code is a three-digit number on the back of your credit card, immediately following your main card number.

If you are using American Express your CCV Security Code is a four-digit number located on the front of your credit card, to the right or left above your main credit card number.

Why do we require this CCV Security Code? We ask for this code for your security, as it verifies that the credit card is in the physical possession of the person attempting to use it.

Your signature:

I have read and agree to the charges, terms and conditions outlined here

CREDIT CARD CHARGES PROCESSED BY INTERNET SECURE

PAYING ONLINE:

You can also submit payment online by visiting our website at www.thelogofactory.com/order and selecting Logo Design as your service option.

You can also give us your payment information by contacting The Logo Factory Toll-Free at 1.866.891.5704 (1.905.LOGO.747 outside USA/Canada).

Currency: US clients will be charged in SUS. Canadian clients will be billed in SCDN. **CANADIAN ORDERS ARE SUBJECT TO APPLICABLE TAXES (PST AND/OR GST).**

ATTACH OTHER DOCS IF NECESSARY

SECTION FIVE

TERMS & CONDITIONS

By utilizing THE LOGO FACTORY INC. web site (www.thelogofactory.com), design services and/or submitting a project via e-mail, phone fax or in person, to THE LOGO FACTORY INC. you ("THE CLIENT") agree to the Terms and Conditions of Use ("TERMS AND CONDITIONS") as outlined below. Please acquaint yourself with our TERMS AND CONDITIONS before submitting any order for artwork, logo design or multi-media design ("THE PROJECT"). If you do not accept these Terms and Conditions, you may not use THE LOGO FACTORY INC. design services, studio or web site(s). By submitting a project via our web site, or by delivering a FAX order form for THE PROJECT, you must agree to these terms by a) selecting a check box on our web site order form that confirms that you accept these terms or conditions and/or b) entering a check mark into the appropriate box on our order form which confirms that you accept our terms and conditions. In the context of these TERMS AND CONDITIONS, preliminary designs "PRELIMINARY DESIGN(S)" refers to the first set of logo/artwork concept(s) presented to THE CLIENT by THE LOGO FACTORY INC. as part of THE PROJECT. In the context of these TERMS AND CONDITIONS, design revisions ("REVISION(S)") shall refer to changes to PRELIMINARY DESIGNS and/or new artwork, within THE PROJECT's original client brief, and AFTER presentation of PRELIMINARY DESIGNS. In the context of these TERMS AND CONDITIONS, final designs ("FINALS(S)") shall refer to the artwork and/or logo design that THE CLIENT has approved as a completed artwork, and the artwork that CLIENT wishes to take delivery of, as well as obtain copyright transfer of (if applicable).

- 1)** THE LOGO FACTORY INC. will begin creation of a corporate identity logo design (THE PROJECT) upon receipt of a retainer fee from THE CLIENT that equals no less than 50% of the full billable amount as outlined in our TERMS & CONDITIONS rates sheet (if you are viewing this document off-line, you may request our most current price list by visiting our web site. Projects may require a signed payment authorization form, or telephone payment verification before scheduling. Projects ordered as Entry Level Projects require full payment upon submission of client brief before project will be scheduled.
- 2)** Upon completion of THE PROJECT, THE CLIENT agrees to remit the remaining balance of the project fee within 5 business days. Upon receipt of this balance, THE LOGO FACTORY INC. agrees to transfer all electronic files relating to THE PROJECT to THE CLIENT via previously agreed to method of transmission. THE LOGO FACTORY INC. will transfer ownership of copyright to the client, in writing, at that time. THE LOGO FACTORY INC. retains the right to utilize ANY artwork, designs, edits, revisions and work product from THE PROJECT in advertising, promotion and other, not-for-pay display. THE LOGO FACTORY INC. agrees to add a Trademark, Copyright or other ownership mark as may be requested by THE CLIENT from time to time.
- 3)** Due to the complexities of international copyright and trademark law, THE LOGO FACTORY INC. will not be held liable should THE CLIENT be found to be infringing on an already existing copyright, trademark or service mark relating to the project name, description or service. All ARTWORK designs created during creation of THE PROJECT are ORIGINAL WORKS and can be protected by copyright.
- 4)** THE CLIENT agrees that any digital material, including but not limited to, images, photographs, graphics, text and illustrations supplied by the CLIENT for inclusion, incorporation and/or addition into THE PROJECT ("CLIENT SUPPLIED MATERIALS") are the property of THE CLIENT, or that THE CLIENT has taken the necessary steps to acquire permission of the legal copyright and/or trademark holder. THE CLIENT agrees to supply THE LOGO FACTORY INC. this permission, in writing, if requested. THE CLIENT also agrees to indemnify THE LOGO FACTORY INC. in the case that CLIENT SUPPLIED MATERIALS are found to be infringing on the copyright, trademark or intellectual property claims of the legal owner of this material. Throughout the duration of THE PROJECT, client warrants that any subsequent artwork supplied by THE CLIENT to The Logo Factory Inc. is the property and/or copyright of THE CLIENT, or THE CLIENT warrants that they have taken adequate steps to acquire permission to use this material in the completion of THE PROJECT from the legal copyright owner. If CLIENT is to supply any outside artwork and/or media, the CLIENT assumes full responsibility and indemnifies THE LOGO FACTORY INC. should this artwork and/or media become the subject of any legal action or ownership dispute. THE LOGO FACTORY INC. reserves the right to refuse to incorporate artwork and/or other media supplied by the CLIENT for use in THE PROJECT, if it is THE LOGO FACTORY INC.'s belief that use of such material is contrary to copyright law and the CLIENT will not submit proof of ownership and/or permission or a specific waiver and indemnity for use of said material. If CLIENT supplies THE LOGO FACTORY INC. artwork, illustrations, photography, designs, composites, sketches, drawings, without copyright notice, or signed permission for use of said copyright, and if such copyright notice cannot be verified, THE LOGO FACTORY INC. reserves the right to waive copyright ownership claim, and subsequent transfer of same to CLIENT as part of THE PROJECT.
- 5)** Once THE PROJECT has been initiated and PRELIMINARY DESIGNS created, all retainer payments made by CLIENT become non refundable pursuant to the refund policies outlined here. If THE CLIENT wishes to cancel THE PROJECT before presentation of PRELIMINARY DESIGNS for THE PROJECT, there will be a \$45 administration service charge. If THE CLIENT wishes to cancel the project after PRELIMINARY DESIGNS have been posted on the client access area, and before any REVISION requests have been made by THE CLIENT or executed by THE LOGO FACTORY, client may do so in writing. Such cancellation is subject to a \$75 service fee (ENTRY and PROFESSIONAL packages) or a \$150 service fee (GOLD and PLATINUM bundles) which will be deducted from monies paid by client and The Logo Factory will issue a refund for the remaining balance. After revision requests have been made by the client, and/or artwork revisions have been executed by THE LOGO FACTORY, and in the unlikely event that THE LOGO FACTORY cannot create a design that THE CLIENT will approve of, THE CLIENT may cancel THE PROJECT in writing at any time. The project then becomes subject to a 'KILL-FEE'. This Kill Fee is an amount not less than 50% of the total amount of THE PROJECT's TOTAL billable amount (Professional, Professional Plus, Gold, Gold Plus and Platinum design packages only). Any ENTRY LEVEL packages that are canceled after creation of and/or presentation to THE CLIENT of PRELIMINARY DESIGNS are subject to a 'Kill Fee' that is the full amount of the package paid to date. After cancellation, client may, at their discretion, select one (1) design for finalization. Such finalization is subject to the terms of the original project; if the project is an Entry Level Project, no additional funds will be required. If the project is a Professional, Gold or Platinum project, such finalization is subject to the payment, by the client, of the remaining balance of the project. Once client has finalized project, and paid remaining balances, The Logo Factory will prepare appropriate file formats of the final selection and deliver said material to the client, as per original agreement. If, after canceling in writing by the client, a final design is not selected within 30 days, nor remaining balance paid, all works related to project become the exclusive property of THE LOGO FACTORY INC. and the project shall be considered closed. After the project is closed, any additional work on project will be subject to our standard unarchiving fee. In the event of a ANY job or project cancellation, any artwork created remains the exclusive intellectual property and copyright of THE LOGO FACTORY INC. unless ownership of said property released in writing by THE LOGO FACTORY INC. and the remaining balance of THE PROJECT's billable amount is remitted. Also, if THE PROJECT retainer payment was submitted via any credit card service, THE PROJECT is also subject to a \$45 administration and service fee should the project be cancelled, for any reason, by the client, prior to approval and/or completion. Any billing dispute must be submitted to our Customer Service Department.
- 6)** No further changes in the PROJECT scope may be requested by THE CLIENT, after PRELIMINARY DESIGNS have been presented. Such changes include, but are not limited to, company name and/or type of business. Such changes require a new PROJECT submission (project brief) and the creation of a new set of PRELIMINARY designs. REVISIONS (outlined in package details) of any PRELIMINARY design must be within the original scope of the PROJECT brief as submitted to THE LOGO FACTORY, by THE CLIENT, prior to presentation of PRELIMINARY DESIGNS. Any public publishing of PRELIMINARY DESIGNS or REVISIONS by THE CLIENT, or if THE CLIENT makes said web site available on the 'World Wide Web' (THE INTERNET) through placing of any PRELIMINARY or REVISIONS artwork on a server other than The Logo Factory Inc. preview server, and making this IP address available to Internet traffic, constitutes FULL acceptance of ANY and ALL material related to THE PROJECT. Client agrees to pay ALL remaining balances at that time. Any further edits, or revisions to THE PROJECT will be subject to additional hourly billings and/or charges to THE CLIENT, as outlined in our current pricing lists.
- 7)** In the course of THE PROJECT, THE LOGO FACTORY INC. will remain in contact with the client regarding edits, revisions and scheduling. If THE CLIENT fails to provide necessary feedback to THE LOGO FACTORY INC. regarding any edits and/or revisions within 28 days, THE PROJECT may be subject to removal from our servers and placement in our STALE DATED database. Any STALE DATED project is subject to a \$75 (SUS) reactivation and unarchiving fee. This fee is at the sole discretion of THE LOGO FACTORY INC. On restart THE PROJECT, any deliverables will be subject to the terms of the package originally ordered, but deliverables of said PROJECT will be subject to the most current version of the package as listed on our web site. If deliverables advertised in a manner other than our web site, vary from the details listed on our web site, the descriptions featured on or web site (www.thelogofactory.com) shall be considered correct.
- 8)** If THE CLIENT fails to communicate with THE LOGO FACTORY INC. regarding any initiated project for a period of more than 90 days, such project will be canceled, and any retainers or deposits shall be applied as a KILL-FEE as outlined elsewhere in this document. No further edits, revisions, file transmission or online image storage will be undertaken by THE LOGO FACTORY INC. after that date. Further activation of this project will be subject to new project activation, project submission, retainers and deposits as outlined in our current pricing schedules, unless specifically waived, in writing by an authorized representative of THE LOGO FACTORY INC.
- 9)** Further, if THE CLIENT, after 60 days from project submission, and after initial preliminary designs have been displayed, wishes to alter original scope of project, as outlined in project submission forms, including, but not limited to, name change, type of business change, theme of business change, specifically requested illustration change, then such project shall be deemed a new project and subject to new retainer payments as per current pricing schedules. Previously paid retainers and/or balances shall be applied as KILL FEES to original project, and any new retainers and/or balances shall be applied to new project as requested by THE CLIENT.
- 10)** All artwork, designs, edits, revisions and work product created in THE PROJECT (other than the FINAL design accepted by THE CLIENT as being the subject of this agreement) remain the exclusive copyright and intellectual property of THE LOGO FACTORY INC. Any use of this work project by THE CLIENT and/or their assigns is strictly prohibited without written, prior permission by THE LOGO FACTORY INC.
- 11)** The Logo Factory is NOT liable for any damages or expenses incurred by the client in the use of artwork created in THE PROJECT by third parties, unless said third party is contracted by The Logo Factory as a 'work-for-hire' vendor, or in direct professional consultation with THE LOGO FACTORY INC. Such consultation is subject to fees as agreed to by THE CLIENT and THE LOGO FACTORY INC. By contracting THE LOGO FACTORY INC. to create THE PROJECT as outlined in these terms and conditions THE CLIENT agrees to abide by the terms and conditions contained therein. For further information on any of our terms and conditions, please contact us.