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TERMS OF AGREEMENT

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Established 2008
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CONTACT INFORMATION

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OWNERSHIP OF ARTWORK

Until full payment has been made, Verve9 retains ownership of all original artwork or parts contained therein, whether preliminary or final. The client must make an advance payment in order for our designers to begin the work on their particular order. Payments are made via Paypal. (Please see Paypal's Terms of Agreement available on <http://www.Paypal.com>) Verve9 retains the right to use the completed project and any preliminary designs for the purpose of design competitions, future publications on design, educational purposes, marketing materials, and portfolio. Where applicable the client will be given any necessary credit for usage of the project elements. All work shall be delivered via email (info@verve9.com) available as an attachment or downloadable via [Verve9.com](http://www.Verve9.com). For the release of project files (ex. Adobe Photoshop PSD or Adobe Illustrator AI), a 25% fee will be assessed based on the total project cost.

PRODUCTION SCHEDULE/DELIVERY OF PROJECT

Any alteration or deviation of the specifications of the client involving extra costs after a completion of the final product will be executed only upon approval with the designer. The designer shall not incur any liability or penalty for delays in the completion of the project due to actions or negligence of client, unusual transportation delays, unforeseen illness, or external forces beyond the control of the designer. If such event(s) occur, it shall entitle the designer to extend the completion/delivery date, by the time equivalent to the period of such delay. If such delay is encountered, the client will be immediately notified. However, in most cases the project will be submitted to the client within an appropriate time period.

CLAIMS PERIOD

Claims for defects, damages, and/or shortages must be made by the client in writing within a period of seven days after delivery of all or any part of the order. Failure to make such a claim within the stated period shall constitute irrevocable acceptance and an admission that they fully comply with terms, conditions, and specifications. If any changes are required after the seven day period, the designer may charge an applicable fee for any further editing of the artwork. The client is subject to one set of revisions that are not considered design errors. These revisions will be based on the communication between the designer and the client. Any further changes beyond the revision included will cost the client an applicable fee based on the designer's analysis of the work required. However, there are unlimited sets of changes in which the client considers design errors whereby the designer was responsible for any visual flaws.

- § **Design Errors** –the designer did not produce certain aspects of the artwork properly (wrong colors, spelling errors, incorrect text, etc.)
- § **Client Negligence** – client fails to inform the designer of certain information/visuals that are required on the artwork (one set of changes is provided for this with every project)

CANCELLATION

In the event of cancellation of the project, ownership of all copyrights and the original artwork and disks shall be returned and retained by Verve9™, and a fee for work completed will be charged, based on the contract price and expenses already incurred shall be paid by the client.

ACCEPTANCE OF AGREEMENT

All clients must be 18 or older of age and must be a legal resident of the United States of America.

The client's prices, specifications and conditions are hereby accepted. The designer is authorized to execute the project as outlined in this agreement. Payment will be made as proposed. This agreement is not valid until verified and accepted by the client and is further indicated to the designer.