

## ZMARSDESIGNS GRAPHIC CONTRACT AGREEMENT

This Contract for Graphic Design is made effective as of the date of this order by and between you ("Client Initial") of Client Address, Client City, Client State Client postal code, and Zmars Designs ("Zmars Designs") of 1945 Scottsville rd, B-2 #222, Bowling Green, Kentucky 42104.

Whereas Zmars Designs is engaged in the business of providing services relating to graphic design and whereas Client Initial is interested in availing such service of the Designer.

In furtherance to the above, the Client Initial hereby agrees to and does hereby engage the services of Zmars Designs, and Zmars Designs hereby accepts the engagement to design and to do the work hereinafter specified by Client Initial in connection with the project.

DESCRIPTION OF SERVICES. Beginning on the date of this signed document, Zmars Designs will provide to Client Initial the following graphic design services (collectively, the "Services"):

Zmars Designs will communicate in discussion with the owner the overall vision of the business and the basic designs or ideas the client has regarding the business logo and brand. After the initial discussion, Zmars Designs will prepare a proposal with a design option for the client to review. The client is allowed up to three revisions of a Logo and or design. After the third revision, each additional revision is \$35 per change. After the client has selected one of the proposed designs Zmars designs will be responsible for completing additional research to further develop the chosen idea and completion of the remainder of the clients project. The client will be given the right to final say on all colors, fonts, text and images used in the final design.

There are absolutely NO refunds on any design work that has been started on or issued out --IMPORTANT-- ANY PERSON PURSUING TO GET A REFUND OR PROCEED WITH THE PROCESS OF OBTAINING A REFUND AFTER WORK HAS BEEN STARTED ON OR ISSUED OUT WILL HAVE THIS CONTRACT VOIDED AND ALL SERVICES ORIGINALLY APPLIED FOR WILL NOT BE OBLIGATED TO BE COMPLETED UNLESS OTHERWISE STATED BY THE COMPANY OWNER REQUEST.

**\*\*\* All items needed for all project must be provided no later than 30 days from the date of initial order form. und being available.**

*At any point in time if the client decides they no longer want the package they have purchased they are welcome to decline further services but no refund will be issued and the contract will be void, once client has agreed to not continue services rather it be verbally or in writing.*

## **TIME FRAME TO OBTAIN MATERIALS.**

If you are not able to fulfill this we highly recommend that you wait until you are 100% ready to proceed with ordering any products from this company.

The client has a time frame of obtaining materials for the project and/or service requested. If all material needed for the project and/or design is not provided to Zmars Designs LLC **30 days following the initial date of the signed agreement** the contract is subject to one of the following:

1. Termination with no obligation of refund or services rendered.
2. Standard turn around time restarts from the time all material is confirmed to be received by the designer.
3. Special instructions or permissions that must be approved and documented by the designer to be valid.

## **TURNAROUND TIME.**

Turnaround time can vary depending on the project and/or design requested, the complexity of the design, if all items needed are given to the designer, and the work load at the time of ordering. There are NO DEFINITE turnaround times UNLESS A RUSH is placed and paid for. The Rush on different services vary depending on what is being rushed and if all materials were provided in a timely manner. Rush times on big packages start from the date all materials are given to the designer from the client. Turnaround times on individual services start from the date all materials are obtained from the client to the designer as well. ALL TURNAROUND TIMES ARE SUBJECT TO CHANGE AND OR BE DELAYED DEPENDING ON THE DESIGNER AND MATERIALS OBTAINED FROM THE CLIENT AND COMPLEXITY OF DESIGN SERVICES REQUESTED. THERE ARE ABSOLUTELY NO REFUNDS ON ANY RUSH FEES ON ANY SERVICES.

## **ONLINE WEBSITE BUILDING SERVICES AND TERMS.**

Websites are all built completely from scratch from [www.wix.com](http://www.wix.com). There is NO template ever used or altered to master or design a website purchased through ZmarsDesigns LLC. **We DO NOT include domain cost or hosting cost in the initial price of any package** we offer. Domain and hosting service will be purchased following the completion of the website build by the client the website is built for. This cost comes at the expense of the client the site is built for. **Inventory input is not included in the creation of any sites built through Zmarsdesigns llc.** However you can pay additional in order to have items inputted for you and information regarding this procedure can be found at

[www.zmarsdesigns.com](http://www.zmarsdesigns.com) **There are no refunds on websites that have been started on and in process of construction.** Client has ability to provide their own images for banners, blogs, backgrounds and other visual appealing areas of the website but if they do not have their own images Zmarsdesigns can use royalty free stock photography at an additional cost as a place holder until said client can provide images of their own. At that time the client will be shown how to change such areas and are free to do as they please once site is released to them. Following the launching of the site the client is encouraged to send site edits in ONE email to be revised by the design team. Once those changes are complete a representative will schedule a time and date to walk thru the site and explain how to function and operate their account and website. Changes on the site must not exceed 50% of overall site construction, if so, said client will be charged a refacing fee upwards of \$200 - \$300 depending on the extreme of the changes. No site login credentials will be released to the client until the account is paid completely in full. Once paid the login information will be sent view email.

## **INVENTORY OR CLIENT PRODUCTS.**

Inventory input is not included but can be added for an additional cost. Hair extensions inventory input is \$40 per every 5 items or \$10 per item, all other product inventory input is \$25 per 5 items or \$7 per item individually. Inventory input will only be done if the products are provided with their own images, product price, specifications, measurements, etc. If any of this information is missing or withheld from Zmarsdesigns it can and will delay the turn around of input. Input inventory turnaround is measured depending on how many items will be inputted. Please consult with Zmarsdesigns via email in regards turnaround time on your particular order if interested in this service.

## **PAYMENT.**

Payment shall be made to Zmars Designs Paypal, Via our website to place payment or directly deposited into paypal account [zmarsdesignspaypal@yahoo.com](mailto:zmarsdesignspaypal@yahoo.com),

\_\_\_\_\_, \_\_\_\_\_.

*Client Initial agrees to pay Zmars Designs as follows:*

: We require all projects to be paid upfront before any work is begun. If your order is \$100 or less, we require the full amount due to be paid. If your order totals over \$100 you are required to make a deposit of at least half of your order total to begin work on your order, once work is complete your remaining **balance HAS TO BE PAID IN FULL BEFORE RECEIVING THE REST OF YOUR ORDER. --IMPORTANT-- IF REFUND PROCEDURE IS PURSUED BY CLIENT ONCE WORK HAS BEEN STARTED ON OR ISSUED OUT THIS CONTRACT IS THERE IN CONSIDERED VOID AND ALL SERVICES ARE NOT OBLIGATED TO BE COMPLETED UNLESS OTHERWISE DETERMINED BY ZMARS DESIGNS & ASSOCIATES.**

In addition to any other right or remedy provided by law, if Client Initial fails to pay for the Services when due, Zmars Designs has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

NO REFUNDS ARE GIVEN ON ANY SERVICES ONCE WORK ON A CLIENT PROJECT IS REVIEWED AND THE PROCESS IS IN PROGRESSION. ONCE IN PROGRESSION IF CLIENT PROCEEDS AT ANYTIME DURING THIS CREATION OF THEIR SERVICE TRY TO PROCESS A REFUND OR RETURN OF FUNDS THIS CONTRACT IS CONSIDERED VOID AND SERVICES ARE NO LONGER OBLIGATED TO BE COMPLETED UNLESS OTHERWISE DETERMINED BY ZMARS DESIGNS & ASSOCIATES.

### **ADDITIONAL EDITING AND CHANGES.**

Any requested changes to the description of services stated above shall constitute additional editing and may incur additional charges or fees as deemed necessary by Zmars Designs. All additional changes must be submitted and approved by both parties in writing by approved Contract Change form. Turnaround time on all changes and alterations can vary depending on the complexity of the design and the work load at the time of the request. There is ***NO STANDARD TURNAROUND TIME ON ANY REVISIONS.***

### **TERM.**

TERMINATION OF CONTRACT IS DECIDED UPON COMPLETION OF SERVICES OR IF REFUND PROCEDURE IS PURSUED AT ANY TIME DURING THE CREATION OF THE PROJECT ONCE WORK HAS BEEN START ON OR ISSUED OUT. AT THAT POINT THIS CONTRACT WILL BE VOID AND TERMINATED AND FURTHER WORK AND OR SERVICES IS NOT OBLIGATED TO BE COMPLETED UNLESS OTHERWISE DETERMINED BY ZMARS DESIGNS AND ASSOCIATES.

### **WORK PRODUCT OWNERSHIP.**

Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively the "Work Product") developed in whole or in part by Zmars Designs in connection with the Services will be the exclusive property of Client Initial. Upon request, Zmars Designs will execute all documents necessary to confirm or perfect the exclusive ownership of Client Initial to the Work Product. PSD Files are never released unless a fee is paid. To obtain this file please email [zmarsdesigns@gmail.com](mailto:zmarsdesigns@gmail.com) for this request and price to obtain the psd session of the designs.

**REPRODUCTION OF PRODUCT.** Upon successful completion of all compensation terms and outstanding balances owed to Graphic Designer, Service Recipient is granted full and unlimited reproduction rights to the Project.

Graphic Designer retains the right to reproduce the Project in any form for marketing, future publications, competitions or other promotional uses. Graphic Designer shall at no time reproduce the Project for use in commercial means or for-profit use.

Service Recipient may not reproduce or otherwise use design mock-ups, drafts, sketches etc. created by designer during work on the Project but not included into the final version of the Project. Such artwork belongs solely to Graphic Designer who may use it at his own discretion.

**CONFIDENTIALITY.** Zmars Designs, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Zmars Designs, or divulge, disclose, or communicate in any manner, any information that is proprietary to Client Initial. Zmars Designs and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

Upon termination of this Contract, Zmars Designs will return to Client Initial all records, notes, documentation and other items that were used, created, or controlled by Zmars Designs during the term of this Contract.

**WARRANTY.** Zmars Designs shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Zmars Designs's community and region, and will provide a standard of care equal to, or superior to, care used by graphic designers similar to Zmars Designs on similar projects.

**DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract:

- The failure to make a required payment when due.
  1. The insolvency or bankruptcy of either party.
- The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
  1. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

**REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written

notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 5 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

**FORCE MAJEURE.** If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

**ARBITRATION.** Any controversies or disputes arising out of or relating to this Contract shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Contract. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Contract or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Contract.

**ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

AMENDMENT. This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of ALL STATES.

NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address

set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

ASSIGNMENT. Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

SIGNATORIES. This Agreement shall be signed on behalf of Client Initial by CLIENT SIGNATURE, TITLE and on behalf of Zmars Designs by Jamil Johnson, Owner and effective as of the date first above written.