CAPRICE
ART DIRECTION

AGREEMENT & CONDITIONS

1. Payment Process

There is a one-hundred and twenty (120) dollar non-refundable deposit before artwork and/or services. Final payments are due at the time when artwork is approved by the client (via: Venmo, Cash App or Zelle). A proof[1] will be sent out to the client for he/she/they to review. If and when the client has any changes, please contact via email or cell (317-205-7977). Clients are billed sixty (120) dollars per hour. Time is subject to change due to the amount of revisions (changes) the client has. Meaning pricing is subject to change if revisions (changes) take longer than ten (10) minutes. If the clients changes to the artwork exceed more than ten (10) minutes the client will be charged one (1) dollar per minute after that. Once client has approved artwork (proof[1]), the client will be billed and once payment is sent to the designer; the designer will then send the client high resolution (printable) files to he/she's/they's email, dropbox, google drive etc.

2. Late Fee[2]

Payment is due in full within twenty-four (24) hours after client approval. Payment plans are not accepted. If payment is not received within twenty-four (24) hours of client approval, a late fee of sixty (60) dollars will be added to the total invoice amount. Designs and design files will not be released under any circumstances until full payment is received.

3. Design Process

If, during the design process, the total hours exceed eight point three (8.3) hours and above (resulting in a cost of five-hundred (500) dollars or more) and the design work is not yet finalized, an additional non-refundable deposit of one-hundred (100) will be required (via: Venmo, Cash App or Zelle) to ensure the designer is compensated for their time. This one-hundred (100) deposit, along with the initial deposit, will be reflected in the final invoice. If the client is unable to comply with these terms, all design work will be paused until the payment is received.

4. Watermark Policy

All (proof[1]) provided to the client for review are samples of the work. Under no circumstances may the client post, duplicate, or manipulate any watermarked (proof[1]) without payment. If a client posts, duplicates, or manipulates any unpaid design, they will be required to remove it immediately and may be subjected to further legal action.

5. Rush Policy

Any design project that needs to be completed within one to four days (24-96 hours) will be classified as a rush project. The client must specify the deadline, and if the project requires completion within this time frame, the hourly rate will be doubled to $240 per hour. The non-refundable deposit remains the same as stated in the Payment Process.

6. Relationship of the Parties

Caprice Art Direction is an independent contractor of the Company, and this Agreement shall not construed to create any association, partnership, joint venture, employment, or agency relationship between parties for any purpose. Caprice Art Direction has no authority (and shall not hold itself out as having authority) to bind the Company and will not make any agreements or representations on the Company's behalf without prior written consent.

7. Intellectual Property Rights

Parties agree the Company is and will be the sole and exclusive owner of all right, title, and interest throughout the world in and to all the results and proceeds of the services performed under this Agreement. Caprice Art Direction agrees that the services provided are deemed "work made for hire." Parties agree that Caprice Art Direction will irrevocably assign Intellectual Property Rights to the Company with the exception that Caprice Art Direction can showcase the work for marketing and portfolio purposes.

(1) An artist's proof is the impression of a print created in the print-making process to understand the progress of the plate an artist is working on. An artist proof can also be a test print that shows the colors that make up the final print. Frequently an artist will make a proof in order to view how the image is going to print.

(2) A full twenty-four (24) hours means that if the client approves the design on, for example, Sunday, September 1, 2024, at 5:00 PM, the client has until Monday, September 2, 2024, at 5:00 PM to submit the full payment.

☐ I agree to all the Terms & Conditions.

Signature:

Name:

(Signature)

Date:

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