

STUDIO *gibbons* 

Studio Gibbous provides design and development services via the Internet and other platforms through our website. The client agrees to use the services in accordance with this agreement and as requested by Studio Gibbous. We are willing to provide clients with the services as set forth below. In consideration of the foregoing the parties hereby agree to the following:

Estimates: We can provide a quote for the project prior to beginning, estimated amounts can fluctuate due to extensive revisions at the request of the client or changes to the content and / or copy. Costs and all changes on the estimate are based on the client's approval to continue and finish the project.

Terms of Payment: Fees are due and payable on the following schedule: *50% non-refundable deposit based on initial estimate and the remainder upon completion.* The deposit MUST be received for work to begin. Payment is due in full before designs are given to the client in any form. Full payment, including shipping and handling fees if applicable, is required to complete an order. Payment by certified cheque, money order or PayPal is accepted.

Overdue payments are subject to interest charges of 2.0 percent monthly. Returned checks are subject to a processing fee of \$30.00, as well as an overdue payment charge, if applicable. All sales are final, unless otherwise noted. Orders sent to a print house and / or uploaded to a host server, require the customer to be responsible for payment of the entire amount of that order.

Credits: We have the right to include a credit line with a live link to us on any website developed at the very bottom of each page or in any publication designed for the client.

Artwork Ownership: All original or purchased drawings, artwork, specifications, and other visual presentation materials created for the client, will remain our property unless otherwise agreed upon. All preliminary concepts and visual presentations produced by us remain our property and may not be used by the client without written permission. Artwork or concepts may not be given to other artists to alter, reproduce or display online in any form without express written permission by us. We shall retain all artwork, drawings, and specifications, we have created or purchased for the client, unless otherwise noted. The client shall have reasonable access to all such materials for the purpose of review or reprinting.

Property Rights: All elements of design work for the project remain the property of Studio Gibbous whether or not the project is executed. If the client chooses to terminate the project at any time, for any reason, we reserve the right to retain both printed and online samples for our promotional use.

Supplied Content: The client will be held responsible for any activity and content in their respective product. All material published in any form is considered the responsibility of the client.

Approval of Final Work: The client shall proofread and approve all final type before the production of the project. The signature of the client's representative shall be conclusive as to the approval of all items prior to their release for printing, fabrication, or installation. If a signature is unavailable, a final e-mail from the client's representative shall be a suitable substitute. We do not officially offer proofreading, editing or copywriting. NO refunds or reprints are given after a final approved design has gone to print.

Liability: We shall take reasonable precautions to safeguard original or other materials provided by the client. We shall, however, not be liable for any damage to, or loss of any material provided by the client, including artwork, photographs, or copy, other than, or on the account of willful neglect or gross negligence. Although we may recommend that the client utilize the services of various trades people, we shall have no liability for payment to these trades people, nor shall we have liability as a result of any services, products or materials by said trades people.

Termination / Cancellation: Either party may terminate / cancel this agreement upon written notice to the other. Upon termination / cancellation Studio Gibbous may retain any initial payment and the client shall pay for all hours expended on the project up to the date of termination / cancellation. Payment shall be made at the standard rates, together with all other amounts due.

Privacy Policy: Studio Gibbous is committed to respecting the personal privacy of those who visit this site. It is our policy to acquire personal information from users only by overt and voluntary means, only when it is in the interest of the user to provide it, and to utilize this information ONLY for the purpose it was provided. We collect the e-mail address of those who communicate with us via e-mail, aggregate information on what pages consumers access or visit, user specific information on what pages consumers access or visit and information volunteered by the consumer, such as survey information. The information we collect is used for internal review ONLY and is then discarded. This collected information is used to improve the content of our site, used to customize the content and / or layout of our pages.

Indemnification: The client will indemnify and hold Studio Gibbous harmless from any and all loss, cost expense, and damages on any and all manner of claims, demands, actions and proceeding that may be instituted against us on the grounds alleging that the said project violates any copyright or any proprietary right of any person. The client certifies that they own the rights to use the image(s) being reproduced in the project. The client agrees that they will protect, indemnify, save and hold Studio Gibbous harmless from any and all stipulations, liabilities, losses, expenses and claims, as well as reasonable attorney's fees assessed against us, that may arise or result from any service provided or performed or agreed to be performed or any product sold by it's customers or employees.

The client agrees to defend, indemnify and hold Studio Gibbous harmless against liabilities arising out of;

- (1) Any injury to person or property caused by any products sold or distributed in association with Studio Gibbous;
- (2) Any material furnished by customer infringing or allegedly infringing on the proprietary rights of a third party;
- (3) Copyright violation and any defective products sold to a customer from Studio Gibbous.

To indemnify means to protect against, keep free from and insure against any loss or damage; and to pay back in compensation for any loss that is suffered.

Disclaimer: Information on this site may contain inaccuracies or typographical errors. This information may be subject to changes or updates without specific notice. Visiting this site does not constitute an offer to contract. Our company makes no representations whatsoever about other web sites which you may access through this one. When you access a non-Studio Gibbous web site, please understand that it is independent from us. We have no control over the content on that web site. In addition, a link to a non-Studio Gibbous web site does not mean that Studio Gibbous endorses or accepts any responsibility for the content, use, or products and services made available through such web site.

WITHOUT LIMITING THE FOREGOING, WE SHALL NOT BE LIABLE TO YOU OR YOUR BUSINESS FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OR LOST OR IMPUTED PROFITS OR ROYALTIES ARISING OUT OF THIS AGREEMENT OR ANY GOODS OR SERVICES PROVIDED, WHETHER FOR BREACH OF WARRANTY OR ANY OBLIGATION ARISING THEREFROM OR OTHERWISE, WHETHER LIABILITY IS ASSERTED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY) AND IRRESPECTIVE OF WHETHER WE HAVE BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. EACH PARTY HEREBY WAIVES ANY CLAIMS THAT THESE EXCLUSIONS DEPRIVE SUCH PARTY OF AN ADEQUATE REMEDY. YOU AGREE THAT OUR MAXIMUM AGGREGATE LIABILITY SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY YOU FOR REGISTRATION OF A DOMAIN NAME. YOU ACKNOWLEDGE AND AGREE THAT AT NO TIME DO WE MAKE ANY REPRESENTATION OR WARRANTY REGARDING ANY THIRD PARTY'S PRODUCTS OR SERVICES, NOR WILL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY CLAIMS ARISING FROM OR IN CONNECTION WITH SUCH THIRD PARTY PRODUCTS AND SERVICES. YOU HEREBY DISCLAIM AND WAIVE ANY RIGHTS AND CLAIMS YOU MAY HAVE AGAINST US WITH RESPECT TO THIRD PARTY PRODUCTS AND SERVICES, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

THE AGREEMENT:



I affirm that all information provided herein is true and that I have read and understand the policies set forth. I affirm that I am the official representative for my company, am 19 years of age or older and legally capable of entering into a contract in the Province of Ontario, Canada.

Representative's Name: _____ Date: _____

Company Name: _____ Phone Number: _____

Company Address: _____

Current Website: _____

E-Mail Address: _____

(Optional) How did you find Studio Gibbous?

Referral from: _____ Viewed work at: _____ Other: _____

Search Engine(s): _____ Keyword(s) used: _____

(For your personal security, please e-mail us for our fax number prior to filling out this form. At this time if you wish to request a phone conversation please include the number at which you can be reached and the time that best suits you.)

(Do not fill out the information below until authorized to do so by Studio Gibbous.)

By their execution below, the parties hereto have agreed to all of the terms and conditions of this agreement effective as of the last date of signature below, and each signatory represents that it has the full authority to enter into this agreement and to bind her / his respective party to all of the terms and conditions herein.

Representative's Name: _____ Date: _____

Representative's Signature: _____

Studio Gibbous Designer: _____ Date: _____

Studio Gibbous Designer Signature: _____

PROJECT NOTES:

