



PROJECT AND SERVICES AGREEMENT

Client/Company Name:
Date:

GENERAL WORKING AGREEMENT

This document defines the terms and conditions of the working relationship between **NS Branding** and _____. All projects or services that **NS Branding** may be contracted to produce or provide for _____ will be subject to the terms of this contract.

NS Branding will begin work after _____'s approval of the project Authorization To Proceed (ATP) and the Terms & Conditions, and after receipt of payment of the initial invoice (50% of project total, unless otherwise defined in the ATP). _____'s signature/execution of the ATP and the T&C will constitute an agreement between the two parties.

DESCRIPTION OF PROJECT AND/OR SERVICES

- Web Design & Building Services: _____

- Graphic Design Services: _____

- Photography Services: _____

- Videography Services: _____

- Social Media Marketing & Management Services: _____

- Search Engine Optimization (SEO) Services: _____

- Signage Services: _____

- Printing Services: _____

- Other Services: _____

PAYMENTS - ESTIMATES - BIDS

_____ agrees to pay **NS Branding** in accordance with the terms specified in this document and the ATP. **NS Branding** requires receiving **50%** of the project cost specified in the ATP before work can begin. **This 50% deposit is non-refundable.** Subsequent payments adhere to the following schedule, unless otherwise detailed in the project ATP: 25% due as design presentation is ready, 25% due with notification of completion of the work, and before delivery of the project files/deliverables.

All payments are required. Unless otherwise specified, interest on past due balances is 18% per annum or 1.5% per month. We reserve the right to refuse completion or delivery of work until past due balances are paid.

Estimates & Bids: Unless otherwise specified, bid estimates are fixed and include only those elements detailed in the ATP. Billing will reflect the actual costs incurred. Estimates are valid only if signed within **15 days** from date of estimate. Client-requested changes will be billed additionally. The client will be notified of any price changes.

ADDITIONS AND ALTERATIONS

New work requested by _____ and performed by **NS Branding** after an ATP has been approved is considered an addition or alteration. If the job changes to an extent that substantially alters the specifications described in the original estimate, we will submit a project addendum to you, and both parties must agree to the revised or additional fee before further work proceeds.

NATURE OF CONTENT

_____ agrees to exercise due diligence in its direction to us regarding preparation of content materials and must be able to substantiate all claims and representations. _____ is responsible for all trademark, service mark, copyright and patent infringement clearances. _____ is also responsible for arranging, prior to publication, any necessary legal clearance of materials we prepare in the scope of a project.

ERRORS AND OMISSIONS

It is _____'s responsibility to check proofs, comps, and other deliverables for accuracy in all respects, ranging from spelling to technical illustrations. **NS Branding** is not liable for errors or omissions. Your signature or that of your authorized representative is required on all mechanicals, websites, or artwork prior to release for printing, digital publication, or other implementation.

PROPERTY AND SUPPLIERS' PERFORMANCE

NS Branding will take all reasonable precautions to safeguard the property you entrust to us. In the absence of negligence on our part, however, we are **not** responsible for loss, destruction or damage or unauthorized use by others of such property. Although we may use our best efforts to guard against any loss to you through the failure of our vendors, media, or others to perform in accordance with their commitments, **NS Branding** is not responsible for failure on their part.

If you select your own vendors, other than those recommended by us, you may request that we coordinate their work. If at all possible, we will attempt to do so, but we cannot in any way be held responsible for quality, price, performance or delivery.

ABUSE OF RELATIONSHIP

If **NS Branding** has been contracted for design services and if during the project _____ introduces any other designer into the project or eschews the designs conceived of **NS Branding's** own processes or rejects **NS Branding's** design or recommendations in favor of **NS Branding's** mere production or reproduction of designs submitted by _____ or a third party (including client-created mockups as design revision examples), **NS Branding** may choose to respond to this breach of contract by terminating the project.

By signing this AGREEMENT, you acknowledge that **NS Branding** will manage and run the project according to its own processes. Any attempt or requirement by _____ to define project process or otherwise run the project may result in project termination.

RIGHTS OF OWNERSHIP

According to the Copy right Law of 1976, the rights to all design and art work, including but not limited to printed or digital designs, photography, and or illustration created by independent photographers or illustrators retained by **NS Branding**, or purchased from a stock agency on your behalf, remain with the individual **NS Branding**, artist, photographer or illustrator. However, once an entire project has been fully paid for by _____ and delivered by us, **NS Branding** will assign the reproduction rights of the design for the use(s) described in the proposal. If no such specific uses are detailed in the proposal, upon payment in-full, all rights to and ownership of the work are assigned to _____ without reservation, except as follows:

We reserve the right to photograph, digitally reproduce and/or distribute or publish for our firms promotional and marketing needs any work we create for you, including mock-ups, screenshots, and comprehensive presentations, as samples for our portfolio, firm news letter, brochures, slide presentations and similar media. We agree to store copies of delivered project materials for a period of 90 days beyond the delivery of a job. Thereupon, we reserve the right to discard them.

RIGHTS OF OWNERSHIP

The term of this agreement will continue for work in progress until the project is concluded as outlined in the ATP, or until terminated by **NS Branding** or _____ upon written notice according to the following conditions:

10a: Breach of Contract

Upon _____'s breach of contract, **NS Branding** may terminate the project upon written notice and will deliver all originally-client-owned intellectual property in **NS Branding's** possession. In such case, _____ will be granted no right or license to the work. Upon **NS Branding's** breach of contract, _____ may choose to terminate the project. In such case, **NS Branding** will deliver to _____ all property and project materials in **NS Branding's** possession for which _____ has paid, as well as all originally-client-owned intellectual property in **NS Branding's** possession. Thereupon, _____ has the contractually described right or license to the paid-for work. In such case, if _____ has paid for work not yet performed, **NS Branding** will refund the outstanding difference.

10b: Dissatisfaction

In the event CLIENT is dissatisfied with the quality of **NS Branding's** work, CLIENT agrees to inform **NS Branding** of this dissatisfaction and allow **NS Branding** a reasonable

chance to amend the issue. If after amendment, _____ remains dissatisfied with the quality of the work, _____ may choose to terminate the project. In such case, _____ will be granted no right or license to the work.

10c: Termination Without Just Cause

Upon non-breach-of-contract project cancellation by _____, _____ will, in addition to any costs already paid, pay a "kill fee" of **20%** of the total project cost outlined in the ATP within 15 days of the cancellation notice. In such case, _____ will be granted no right or license to the work. Upon non-breach-of-contract project cancellation by **NS Branding**, **NS Branding** will deliver to _____ all paid-for work and will refund 20% of the fees client has already paid to **NS Branding** during the course of the project in question.

LIEN

All work performed and created for _____ for which _____ has not paid may be retained by **NS Branding** as security until all just claims against the _____ are satisfied.

PRODUCTION SCHEDULES

Production schedules will be established and adhered to by both _____ and the **NS Branding**, provided that neither shall incur any liability, penalty or additional cost due to delays caused by a state of war, riot, civil disorder, fire, labor trouble or strike, accidents, energy failure, equipment breakdown, delays in shipment by suppliers or carriers, action of government or civil authority, and natural disasters or other causes beyond the control of the _____ or **NS Branding**. Where production schedules are not adhered to by _____ final delivery date or dates will be adjusted accordingly.

Resources must be allocated by the **NS Branding** to fulfill _____'s project needs according to schedule, as **NS Branding** is working on multiple projects at any given time. It is necessary that the _____ be available to provide approvals, feedback, content, or anything else outlined in the project ATP and otherwise maintain contact with the **NS Branding** during the project timeline.

If _____ fails to deliver necessary content, resources, or feedback by the time **NS Branding** deems crucial to any deadline, all deadlines and milestones (except payment milestones) will be adjusted accordingly.

_____ 's failure to meet timeline/milestone or content obligations for a period of 7 days or more will result in reallocation of **NS Branding**'s resources and work on the project will be delayed or may cease. Resuming work on the project will require a reassembly period that may equal the time of delay caused by the _____. Please note that any adjustments to project deadlines or milestones caused by _____ behavior do not affect payment milestones. All payment will be required at the time(s) initially described in the ATP.

If _____'s inactive or unresponsive time exceeds a period of 30 days, this constitutes abandonment of the project. In such a case, _____ will be considered to have cancelled the project, subject to the consequences outlined in section 10, Term and Termination section. Thereupon, **NS Branding** can choose to cease further work on the project. In such case, _____ will be granted no right or license to the work and **NS Branding** is absolved of any obligation to resume the project.

APPROVALS

_____ acknowledges and agrees that regardless of the number of individuals involved in the project, one individual in their team/company will be appointed to have ultimate responsibility for approvals of the deliverables **NS Branding** will create and present. _____ further acknowledges and agrees that this one individual must be directly involved in the entire project and must participate in significant events during the project, including initial discovery meeting(s), initial design presentation(s), and any planning meetings.

In the event that deliverables are made available to _____ for approval and _____ fails to respond within 5 days to approve or reject, the deliverables are considered to be approved.

ADDITIONAL PROVISIONS

The validity and enforceability of this agreement will be interpreted in accordance with the laws of the State of Texas applicable to agreements entered into and performed in the State of Texas. This agreement is our entire understanding and may not be modified in any respect except in a mutually-executed addendum.

If we must retain attorneys to collect our invoices, we will be entitled to _____'s payment of reasonable attorney's fees, court costs, and interest at the maximum rate permitted by law.

**I have read and fully understand the contents of this document.
I agree to the terms and conditions stated above.**

Printed Name: _____

Date of Agreement: _____

Signature: _____