

TERMS AND CONDITIONS

It is our intent to serve our Clients to the best of our ability. One way we do this is by having a simple, yet clear agreement between Get Noticed Branding and the Client. Get Noticed Branding will ask that you agree to this Agreement before we start your design project (logo, business card, flyer, website, etc).

This Agreement For Design Services (this "Agreement") is entered into on this day: _____ ("Effective Date") between Get Noticed Branding and _____ (the "Client") located at _____.

Get Noticed Branding agrees to...

We agree to create a custom design suitable for your business needs and satisfactory to you. We promise to deliver your finished design(s) in digital image files of high enough quality to be printed on business related print goods and for web page display when we have been **paid in full.** _____

Logo Concepts/Branding Concepts/Website Concepts and First Viewing:

Within 10 business days (unless otherwise agreed) of receiving your company info, design requirements, deposit or full payment, we will create design concepts for you. We will then place these concepts on a web page for you to view (24/7). When I have received your feedback on these designs I will make any needed changes to your favorite choice until you are completely satisfied.

File Delivery

After the final logo design is approved we agree to deliver the design to you as digital files (.png, .pdf, .eps, and/or .jpg graphics file formats, other formats available on request). The .eps format will be a fully scalable vector image that can be resized to any size without loss of quality. This file format can only be opened by appropriate software. Once the final payment has been received, we will email you the files or send you a link to an online secure storage space where you can download the files if they are too large to email. _____

Ownership

Get Noticed Branding gives you the right to use your new design in all media useful for your business promotion. We ask that you let us display your new design Image and your full name, business name, and website address or company address, for testimonial and promotional purposes on our website and in any printed ads. _____

Originality

We affirm that our designs are original and that we own the rights granted under this agreement, and that the rights granted do not conflict any other agreement. _____

What you, the buyer, agrees to...

In return for the above-described design(s), I agree to pay the total fee payable in two payments... a design fee deposit **before** any work begins and the remaining payment when the final design(s) is approved but before it is delivered. _____

Details...

Ownership

I understand that the final design(s) belong to Get Noticed Branding until I have paid in full. In the event of termination of this Agreement, Get Noticed Branding owns all designs and has the right to complete, exhibit, and/or sell the design (but not my business name) if they so choose. Get Noticed Branding also owns all the design concepts created before I choose the final design(s). _____

Use of Logo

I understand that once I have paid in full, I have the right to use the Design(s) in all media useful for business promotion and that Get Noticed Branding reserves the right to display the logo or design(s) for their business promotional use. I also give Get Noticed Branding permission to use my full name, business address, and/or website address, for testimonial purposes on their website, or other business related media. _____

Right to Modify (Alterations)

I understand that I have no right to alter the Final Design in anyway except to change its size for printing or digital display. If I desire any alterations I will consult Get Noticed Branding first, and they will be allowed the first option to make alterations when possible and I do understand that they will require additional payment to make these alterations. _____

Request

If you display your new logo or design on a website, we would love to have a text link posted somewhere on your website pointing to our website (<http://www.getnoticedbranding.com>).
**This is not required!* _____

Copyrights and Trademarks

I understand that it is up to me to copyright the logo or design (www.copyright.gov) after final payment. It is also up to me to do a Trademark search and Federal Trademark Registration if I want to register my Logo as my company Trademark. (Start here to learn more about Trademarks: <http://www.uspto.gov/main/trademarks.htm>) _____

Delays

I agree to give Get Noticed Branding more time if they becomes ill, is injured, or is delayed because of events beyond their control, such as: fire, theft, computer failure, and Acts of God. _____

Termination

I have the right to terminate this Agreement if, Get Noticed Branding fails to complete the design(s) within 60 days of the signing of this agreement or if, illness or injury, or events beyond their control causes a delay of more than 60 days from the agreed delivery date. If terminated, Get Noticed Branding shall return to me one half the design fee (the other half helps pay for the many hours put into researching and designing the logo samples). I understand that I cannot claim any additional expenses, damages, or claims based on the failure of Get Noticed Branding to complete the design(s) and that this agreement is automatically terminated upon the death of Rafael "Rick" Gautier Jr. In the event that the Agreement is terminated, all designs remain the property of Get Noticed Branding. _____

NOTE: Before you sign below please make sure you understand all of the above agreement. If you have any changes please send me your suggestions. _____

Payment

If this contract is acceptable to you and you are paying with PayPal then, this agreement will be considered signed with the deposit of money into our PayPal account. Send payment through paypal.com to this email address: getnoticedbranding@gmail.com * If you decide to pay through PayPal, Get Noticed Branding will add 3% to the total price * _____

If this contract is acceptable to you and you are paying with a check or money order then, please print out and sign two (2) copies of this agreement. Retain one copy of this agreement for your records and mail one copy with your non-refundable deposit payable to:

Rafael E Gautier Jr
148 Trails Circle
Nashville, TN 37214

The undersigned agrees to the terms of this Agreement on behalf of his or her organization or business.

On behalf of the Client (authorized signature)

_____ Date _____

Business Name: _____

Phone # _____ Website _____

Email _____