

Client Services Agreement

This Service Agreement, hereinafter referred to as "Agreement," is entered into and made effective as of the date set forth at the end of this document by and between the following parties:

Emunah Graphics, LLC, a corporation, incorporated under the laws of the state of Ohio, having its principal place of business at the following address:

4901 OLD SALEM ROAD
ENGLEWOOD, OH 45322

and

_____, a corporation, incorporated under the laws of the state of Ohio, having its principal place of business at the following address:

RECITALS:

WHEREAS, Client wishes to retain the Services (as defined below) of Designer;

WHEREAS, Designer has the skills, qualifications, and expertise required to provide the Services to the Client;

WHEREAS, Designer wishes to render such Services to Client.

NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties do hereby agree as follows:

Article 1 - DEFINITIONS:

As used in this Agreement:

- A) "Services" shall be used to refer to the following specific services that the Designer will provide to the Client under the terms and conditions set forth herein:
 - a. _____
- B) "Commencement Date" shall be used to refer to the date the Designer begins work on the Services for the Client. The Commencement Date shall be _____.
- C) "Completion Date" shall be used to refer to the date that the Designer will complete or cease the provision of Services to the Client. The Completion Date will be _____.
- D) "Accepted Quote"
- E) "Key Dates" shall be used to refer to specific dates during the time period that the Services are being rendered that the Designer agrees to meet specific events or deadlines. The Key Dates will be as follows:

- F) "Fees" shall be used to refer to the payment Client will pay to Designer for the rendering of the Services. Specifically, the fees shall be as follows:
\$_____ (_____), as a fixed fee for all Services rendered

Article 2 - AGREEMENT:

Subject to the terms and conditions of this Agreement, Designer hereby agrees to render the Services to Client, beginning on the Commencement Date and ending on the Completion date, along with meeting the specified Key Dates, and Client agrees to pay Designer the Fees required for the Services.

Article 3 - FEES:

The Client agrees to pay the Designer the required Fees, as outlined in Paragraph 1(E) in this Agreement, for the provision of the Services, subject to the following terms and conditions:

- A) Payment Schedule: Client shall be responsible for payment of fees in accordance with the following:
 - Sixty Percent (60%) non-refundable deposit due on or about _____.
 - Remaining Forty Percent (40%) due no later than 5pm on _____.

- B) Deposit: Upon payment of the initial deposit in Article 3(A), no portion of the order may be canceled, and the full balance of the entire order is due as laid out in this Agreement. Deposits are to be considered as Non-Refundable in any amount or portion. Orders are custom in nature and therefore not returnable or refundable. Payment of the deposit initiates the ordering process and no orders can be canceled after they are placed.

- C) Invoicing: Designer will provide an invoice after acceptance of a quote, prior to final work distribution, and upon demand.

- D) Method of Payment: Designer will accept the following forms of payment:

- E) Expenses: The Designer is permitted to charge for all reasonable and necessary costs and expenses incurred in performing the Services, including but not limited to traveling, photocopying, courier services and postage, subject to agreement from the Client.

- F) Delinquent Payments: Late payments will result in a penalty fee of seventy-five (\$75.00) dollars per each invoice for each week payment is late with first penalty assessed the day after the first due date on the original amount.
 - a. Final works with an owed balance after sixty (60) days delinquent are considered forfeit deliverables. Forfeited services become the sole property of Designer and must be returned to the Designer if client already has possession of the order.
 - b. Client must be in good standing with all balances paid before any new services will be considered.
 - c. Designer reserves the right to seek legal action for damages and recovery in the event of outstanding balances past ninety (90) days and Client will be responsible for Designers legal costs if a judgement or mediation is found against Client.

Article 4 - CLIENT OBLIGATIONS:

Client hereby agrees to:

- A) Provide Designer with all requested information as outlined within one (1) week of the Accepted Quote.

- B) Client will have three (3) days to respond to Designer for any other additional information needed or reviews of services.
- C) Service Proofs. Service proofs are the responsibility of all Clients to review for errors. Proofs that are confirmed by Client that contain errors become the responsibility of the Client to pay for additional revision time or reprinting.
- D) Client is responsible for ensuring any images provided to Designer are compliant with copyright laws. Designer assumes no responsibility I the production or promotion of images provided by Client. This includes original artwork. Client is responsible for any and all costs related to the reprinting or revision of errors not caught by Client at the final proof stage.
- E) Client shall ensure that any and all images and items provided to Designer shall be compliant with Copyright Law. Any copyrighted materials
- F) Cooperate with the Designer for anything the Designer may reasonably require;
- G) Provide any information and/or documentation needed by the Designer relevant to the provision of Services or payment for the provision of Services;
- H) Require any staff or agents of the Client to co-operate with and assist the Designer as the Designer may need;

Article 5 - INTELLECTUAL PROPERTY:

In accordance with the terms and conditions of this Agreement, the Designer may create certain intellectual property ("Created IP"), including, but not limited to, plans, drawing, specifications, reports, advice, analyses, designs, methodologies, code, artwork, or any other intellectual property as required to render the provision of Services to the Client. Unless the Parties otherwise agree, any such Created IP generated by the Designer in connection with the provision of Services to the Client shall belong to the Client upon full payment of the fees in this Agreement. Designer retains the rights to display any and all Deliverables and Final Works as any type of media format in which to promote the business of Designer unless otherwise specified in writing by the Client.

Any intellectual property provided by the Client to the Designer to assist in the provision of Services, that was not created by Designer pursuant to this Agreement, shall belong to the Client. Any ancillary intellectual property belonging to the Designer, provided or shown to the Client in any way, that was not created by the Designer pursuant to this Agreement, shall belong to the Designer.

Article 6 – SHIPPING/RECEIVING:

Designer does not warrant or guarantee products lost or damaged in transit but may aid the Client in filing a claims report against the carrier. Client agrees that Designer has no liability assigned in the disposition of any products once delivered to the final destination of the Client's designation below. Client is responsible for payment on any goods lost or stolen if being held at a facility or location that is not their own and is responsible in entirety for goods in their possession if at the designated place of business for Client. Designer is not responsible for shipments that arrive late, do not arrive, or miss in-hand date due to Client's failure to comply with any obligations in Article 4. Designer is not responsible for shipment issues as relates to acts of deity, nature, war, or adverse conditions outside of the control of the Designer, Client, or shipping services.

Client has indicated and specified that freight and large deliveries should be shipped to the following:

Client residential/business address as follows (which will be used to ship smaller boxes of product to that are more susceptible to getting lost):

Article 7 - INDEMNITY:

Client hereby agrees to indemnify Designer, and all of Designer's agents, employees, and representatives against any and all damage, liability, and loss, as well as legal fees and costs incurred, as a result of the Services rendered this Agreement or any transaction or matter connected with the Services or the relationship between Designer and client. This clause shall not be read to provide indemnification for any Party in the event that a competent court of law, rendering a final judgment, holds that the bad faith, gross negligence, or willful misconduct of the Party caused the damage, liability, or loss.

Article 8 - TERMINATION:

- A) This Agreement may be terminated by either party, upon notice in writing:
 - a. if the other party commits a material breach of any term of this Agreement that is not capable of being remedied within fourteen (14) days or that should have been remedied within fourteen (14) days after a written request and was not; or
 - b. if the other party or its employees or agents engage in any conduct prejudicial to the business of the other, or in the event that either party considers that a conflict or potential conflict of interest has arisen between the parties.
- B) This Agreement may be terminated by the Designer if the Client fails to pay any requisite Fees within seven (7) days after the date they are due. The Designer may terminate the Agreement immediately, with no notice period, in writing.

If this Agreement is terminated before the expiration of its natural term, Client hereby agrees to pay for all Services rendered up to the date of termination, and for any and all expenditure due for payment after the date of termination for commitments reasonably made and incurred by Designer related to the rendering of Services prior to the date of termination.

Article 9 - GENERAL PROVISIONS:

- A) GOVERNING LAW: This Agreement shall be governed in all respects by the laws of the state of Ohio and any applicable federal law. Both Parties consent to jurisdiction under the state and federal courts within the state of Ohio and further agree that all claims shall be

brought in Montgomery County, Ohio. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature.

- B) LANGUAGE: All communications made or notices given pursuant to this Agreement shall be in the English language.
- C) ASSIGNMENT: This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by either Party.
- D) AMENDMENTS: This Agreement may only be amended in writing signed by both Parties with no less than thirty (30) days' notice to the other party.
- E) NO WAIVER: None of the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of either Party. Only an additional written agreement can constitute waiver of any of the terms of this Agreement between the Parties. No waiver of any term or provision of this Agreement shall constitute a waiver of any other term or provision or of the same provision on a future date. Failure of either Party to enforce any term of this Agreement shall not constitute waiver of such term or any other term.
- F) SEVERABILITY: If any provision or term of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining terms and provisions, which shall be enforced as if the offending term or provision had not been included in this Agreement.
- G) PUBLIC ANNOUNCEMENT: Neither Party will make any public announcement or disclosure about the existence of this Agreement or any of the terms herein without the prior written approval of the other Party.
- H) ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous understandings, whether written or oral.
- I) HEADINGS: Headings to this Agreement are for convenience only and shall not be construed to limit or otherwise affect the terms of this Agreement.
- J) COUNTERPARTS: This Agreement may be executed in counterparts, all of which shall constitute a single agreement. If the dates set forth at the end of this document are different, this Agreement is to be considered effective as of the date that both Parties have signed the agreement, which may be the later date.
- K) FORCE MAJEURE: Designer is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

L) NOTICES ELECTRONIC COMMUNICATIONS PERMITTED: i) Any notice to be given under this Agreement shall be in writing and shall be sent by first class mail, air mail, or e-mail, to the address of the relevant Party set out at the head of this Agreement, or to the relevant email address set out below or other email address as that Party may from time to time notify to the other Party in accordance with this clause. The relevant contact information for the Parties is as follows:

Designer:

Client:

Notices sent as above shall be deemed to have been received 3 working days after the day of posting (in the case of inland first class mail), or 7 working days after the date of posting (in the case of air mail), or next working day after sending (in the case of e-mail).

In proving the giving of a notice it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed and posted, or that the applicable means of telecommunication was addressed and dispatched and dispatch of the transmission was confirmed and/or acknowledged as the case may be.

EXECUTION:

Name: _____

Representative Signature: _____

Representative Title: _____

Date: _____

Name: _____

Representative Signature: _____

Representative Title: _____

Date: _____