

Mayflower Studio

Contract Agreement

Premades and Premade Related Services

By purchasing the premade, the "Client" has retained Mayflower Studio (the "Designer"), to proceed with the requested services, and agrees to the terms and conditions as set forth within this agreement.

Contract Services:

1. SERVICES:

This agreement constitutes an order for cover design and related services.

2. PAYMENT:

Client agrees to make all payments through Paypal, a business management system. Full payment for premade covers will be made during the purchase of the cover. Instalment options are not available for the premade packages and related services. Any revision, textual or otherwise, to the cover will be made only after the full payment has been made.

3. PACKAGE:

The Premade Package includes one review round for textual changes to the design without additional fees. All subsequent individual changes other than textual ones can only be made if previously agreed on with the Designer.

4. CONFIDENTIALITY:

All client information and materials are considered confidential and only for use by Mayflower Studio to provide a quote or complete a project. Client information and project materials will not be given out or shared with any third party, unless otherwise requested by the client.

5. CLIENT RESPONSIBILITY:

Client understands that Designer is not an employee, and that this will be a collaborative, professional relationship of equals, as in a partnership, where mutual professional respect, courtesy, and consideration are expected. Due to the virtual nature of the partnership, Client understands the importance of communication, especially via email, and agrees to respond to questions, requests, and communications from Designer in a timely manner. Client understands that Designer is a business with other clients to service and requires fair, realistic notice in order to attend to requests and projects. Poor planning or miscommunication on the part of Client will not constitute an emergency for Designer. Client understands that Designer may require detailed clarification of projects in order to meet expectations and provide the best support and highest quality of work. In return, Designer promises fair, professional, and timely communication.

6. SCHEDULING:

The Designer agrees to complete the project within the time period that has been previously agreed upon with the Client. The Client will provide sufficient notice and allow for reasonable time frames for project completion. Designer reserves the right to refuse any project or service request.

7. COMMUNICATION:

Designer promises to respond to Client queries within 36 to 48 hours of contact, unless in cases of emergencies like sudden health deterioration or natural disasters.

8. REVISIONS:

Textual revisions to the cover are unlimited and can be done at any point in time for an extra charge, unless it was an error on the Designer's part. Changes of non-textual nature have to be

approved by the Designer before purchase of the premade cover. The revision charge will be based on the complexity of the edits.

9. MATERIALS & INFORMATION:

Client will provide all information contained in the DESIGN FORM, made available to the Client via email, requested by Designer for project completion. Source material must be clear and legible. There is no deadline for the Client to send in this information. The final version of the project file will be provided within a week of providing the said information.

10. RAW FILES:

The contract price does NOT give Client access to the raw .PSD files that are used to create your project. These files are not provided to Client due to copyright issues and licensing restrictions of the stock images used. Upon request, Designer will provide a transparent .PNG file to Client's project for use in their project's interior or on promotional material, subject to the restrictions described in Paragraph 14.

11. SERVICE CREDIT:

In the case of credit design, please credit Mayflower Studio somewhere within your book, such as on the copyright page, or on the back cover. Any included website links should direct to www.mayflowerstudio.com.

12. COPYRIGHT:

Designer retains copyright of any artwork provided to Client. Designer retains the right to display the project artwork in their portfolio. Client has exclusive license to use the final artwork for their book cover and for other printed promotional materials, subject to the restriction described in Paragraph 14. Designer is not liable for misuse by the Client.

13. COVER FILE EDITING BY CLIENT:

Unless Client receives prior written consent from Designer, Client may not reuse, or hire another designer to reuse, any portion of artwork provided as part of the project on future book covers or any other work unrelated to the book it was designed for. No final image or rough draft may be altered, edited, or changed, except by Designer. The rough draft may not be publicly displayed and should only be shared for feedback in private to select individuals that the Client trusts.

14. INFORMATION ON STOCK IMAGES:

The client agrees to abide by the terms of any license agreement for any images purchased by Mayflower Studio through a third-party image provider for use in client's book cover design. The cost of cover design includes the standard license to use these images and is limited to a print run of 500,000 units. For books with a print run over 500,000, additional licensing fees may apply. Merchandising based on the image art also requires additional licensing. Designer is not liable for Client misuse of images.

15. PUBLISHING RIGHTS:

In the case of client provided images to be used in the project, the client acknowledges he/she has obtained all rights and permissions to publish materials to be used in the project and shall be solely responsible for the materials and the validity of copyrights, trademarks and ownership claimed by the client. Client agrees to indemnify, hold harmless and defend Mayflower Studio from any and all copyright and permission infringement action resulting from materials client provides. The book material client provides must not be a public domain work (unless client is the original author).

16. DESIGNER'S USE OF PROJECT PRODUCTS:

Designer reserves the right to publicly post the completed project in their portfolio if Client does not publicly reveal their project within six months of project completion unless previously agreed upon with Designer. Client name and project title can be removed from the artwork before the Designer publishes it, if Client wishes to do so. Designer reserves the right to take any discarded concepts from the completed project and reuse them in subsequent projects.

17. PRESERVATION OF FILES:

Designer guarantees to keep all working files for four years. Should a file become lost or damaged, Designer will recreate the file, to the best of their ability, at no cost to the Client or will reimburse the original price of the project.

18. DELIVERY:

Completed projects are delivered to Client via email. Final files will only be delivered after full payment.

19. REFUND/RESALE OF PREMADE:

All premade covers are NON-REFUNDABLE once purchased. Resale of select covers is allowed with prior permission from the Designer. It is advisable to discuss with Designer pertaining to retitling fees and related changes.

20. ACCURACY OF INFORMATION:

Client agrees that the accuracy of information supplied to Designer is the sole responsibility of Client, and that Designer is not responsible and shall not be held liable for the results of services performed on the basis of inaccurate, incomplete or untruthful information furnished by Client. If Designer is requested to rework any files after project completion due to inaccurate information provided by Client, the Designer can deny the request and not be held accountable. If the Designer accepts the revision request, a rework fee will be incurred.

21. NO GUARANTEE OF SUCCESS:

It is impossible to provide any promise or guarantee about the outcome of Client's book performance. Client agrees that many factors contribute to the success of a book, including marketing techniques, audience size, book quality, blurb appeal, cover design, and more. Designer will not be held liable for book sale performance that does not meet Client's expectations.

22. INDEMNIFICATION / RELEASE OF LIABILITY:

Client shall indemnify, defend and save Designer harmless from any and all suits, costs, damages, or proceedings, including, but not limited to, Designer's services, pertaining to any and all litigation in which the Client is a party. Client shall pay all expenses incurred by Designer including, but not limited to, all attorneys' fees, costs and expenses incurred should Designer be named a party in any litigation to which Client is a party. Client shall further indemnify and hold harmless Designer and its agents, officers and directors from liability for any and all claims, costs, suits and damages, including attorneys' fees arising directly or indirectly out of or in connection with the operation of Client, and from liability for injuries suffered by any person relating to the Client. In the absence of negligence, the Designer will not be held liable for loss, destruction or damage of any kind resulting from items which are lost or delayed in transit, whether such transit is electronic, fax, mail or otherwise, not for unauthorized use by others of such property. Designer will not be held liable for any incidental, consequential or indirect damages, including without limitation damages for loss of profits, business interruptions, loss of information, story plagiarism, etc. Designer can be held accountable for artwork plagiarism as well as use of stock and fonts without commercial license.

23. NONDISCLOSURE:

Designer shall not directly or indirectly disclose to any person other than a representative of Client at any time, any confidential or proprietary information pertaining to the Client.