

CONTRACT OF SERVICES

[Web Design & Development Services]

This contract (herein referred to as "**agreement**") outlines the provisions for the services (herein referred to as "**services**") provided. These **services** are made when any person, individual, company (or representatives of), or any other legal entities (herein referred to as "**client**" or "**clients**") that purchase services from/through **Corwin Smith** (www.corkthedesigner.com) (herein referred to as "**designer**", "**developer**" and/or "**brander**").

1.) DESCRIPTION OF SERVICES. The composition of, design of, and/or creation of, but not limited to Web Design & Development Services referenced herein as "**services**" be they displayed in-person and/or offered on www.corkthedesigner.com and/or contained within any and all printed and visual material or content owned or advertised by **Corwin Smith** and/or www.corkthedesigner.com.

2.) REVISION CREDITS. **Client** or **clients** are granted a certain number of revision credits with their chosen purchase package. Once the allotted revision credits are reached an hourly fee of **\$65** per hour will be charged for every hour until project completion. The hourly fee will not exceed more than 5 hours on a given day but will be at minimum of 1 hour in a given day.

3.) PAYMENT FOR SERVICES. Full payment for **services** and/or products will be remitted upfront. Once payment has been paid, the **designer**, **developer** and/or **brander** will begin work. If additional costs are incurred or an hourly fee is billed because allotted revision credits have been reached, **client/s** will have 7 business days to remit payment after completion of services rendered. If payment isn't made any and all work performed and/or associated files to be submitted to **client/s** will not be

provided or submitted until remaining or outstanding balances are brought current. The **designer, developer and/or brander** will make every effort to keep the **client/s** updated during the entire design process, however, the **client** shall be entitled to inspect and/or evaluate all work in progress at any time by written and/or electronic means upon request.

4.) **TERMS.** This **agreement** will terminate automatically upon completion by the **designer, developer, and/or brander** of the services provided as outlined by this **agreement**. Further acknowledgement of termination of services shall be validated by **client's** acceptance and approval (written or verbal) of performed services or works.

5.) **WORK PRODUCT OWNERSHIP.** Any copyright works, ideas, discoveries, inventions, patents, products, or other information developed in whole or in part by the **designer, developer, and/or brander** in connection with the services will be the exclusive property of the **client** upon completion of services rendered.

6.) **CONFIDENTIALITY / USE of WORKS.** The **designer, developer, and/or brander** will not at any time or in any manner, either directly or indirectly divulge, disclose, or communicate in any manner, any information that is proprietary to the **client**. The **designer, developer and/or brander** will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this **agreement**. The **designer, developer and/or brander** will have the right to use the completed work/s for use in portfolios (online and/or offline) as well as for purposes of marketing and advertising of related services.

7.) **REMEDIES & PAYMENTS.** In addition, any and all involved parties to this **agreement** shall be bound by the provisions outlined in this **agreement** once payment for **services** and/or products are made. Full payment is required before any work

begins. After initial payment is made if there are any additional charges, fees or costs associated with performed services or purchased products, **client/s** has 7 days to remit payment/s or services will be paused until payment is made and brought current.

If **client/s** defaults by failing to substantially perform any provision/s, term/s or condition/s of this **agreement** including payments, the defaulting party immediately becomes liable for any and all remaining payments, due balances or unpaid invoices.

8.) AMENDMENT. This Agreement may be modified or amended if and only when equitably agreed upon by all involved parties. In addition, such modifications or amendments shall require signature by all involved parties to be deemed valid.

9.) GOVERNING LAW. This Agreement shall be construed in accordance with the laws of any and all states within the continental United States of America.

10.) SIGNATURE. By purchasing services and/or products be it in-person (from **Corwin Smith**) and/or online via **www.corkthedesigner.com** client/s agrees that such purchase/s constitutes as a signature to this agreement.