



## SEMI-CUSTOM AND FULLY-CUSTOM DESIGN CONTRACT

Before reviewing this contract, read our Semi-Custom and Fully-Custom Design Process on our website.

By typing your initials and giving your digital signature below, you are stating you have read, understand, and agree to the following terms:

### SUMMARY

The vast majority of invitation and stationery design projects run smoothly, without any problems. However, from time to time, something does come up, and it's important that we both have an understanding of how to best handle it. This contract is designed to ensure that we're both protected in the event of any unexpected circumstances. It also lays out the basic groundwork for how the project will progress, and what's expected of us both. In the interests of saving a lot of headaches, this document contains the strict minimum of legal jargon required to still be legally enforceable. You, client, are hiring Paper Muse .Co / Paper Muse LLC (referred to as PMC) to design and develop custom designed graphics and printed products as defined in the order details purchased or provided to you.

### WHAT DO BOTH PARTIES AGREE TO DO?

**CLIENT (YOU):** You enter into this contract on behalf of yourself, your company or your organization. You agree to provide PMC with everything that is needed to complete the project including text, images and other information as and when needed and in the format requested. You'll review our work and provide feedback and approval in a timely manner. Deadlines work two ways, so you'll also be bound by any dates we set together. You are responsible for all proofing and factual or grammatical information.

**PMC:** PMC has the experience and ability to perform the services you need and will carry them out in a professional and timely manner. Along the way we will endeavour to meet all the deadlines set but can't be responsible for a missed launch date or a deadline if you have been late in supplying materials or have not approved work on-time at any stage.

Enter  
Initials

### GETTING DOWN TO THE NITTY GRITTY

#### • DESIGN/ARTWORK

When creating custom designs, you do need to have the ability to work with PMC and envision your concept. You will also need to have trust in PMC, based on presentation of previous designs/works. After reviewing example designs and discussing the project, we'll be able to start designing! This contract allows for an initial mock-up developed to one main design, plus the opportunity for you to make (3) rounds of design revisions (for fully-custom design orders ) or (2) rounds of design revisions (for semi-custom design orders) for each item listed in the order. If, at any stage, you're not happy with the direction the work is taking, you'll pay PMC in-full for everything designed or produced (including in-progress items) until that point and cancel this contract. If you would like to continue work, but change directions, additional fees may be applied and will be discussed before starting new work. If designs or products have been printed/produced, you are responsible for the full balance due for all in-progress or completed items. We will begin the process once we have received your order, paid in-full, or initial deposit of at least 51% of your order total. Should you choose to pay a deposit of at least 51%, Paper Muse .Co will remove any promotions or discounts and will email an invoice for your initial deposit. The balance is due before your order is sent to print. Stationery items are non-returnable and non-refundable. You will receive a start date for your project, via email.

#### • TEXT CONTENT

You're responsible for writing or editing any text copy unless otherwise specified in the original order. PMC provides wording examples at no cost. For wedding invitations specifically, PMC will advise you on etiquette and best practices. The text you provide will be the text we use to create your proofs. Make sure you provide error-free wording/templates at onset of the project. While PMC will closely proofread and review all designs prior to printing, it is ultimately your responsibility to review proofs for errors. PMC is not responsible for any typos found after a proof is approved by you via email. After final approval is given, you will be responsible for any reprint fees, if needed.

#### • MATERIAL ACQUISITION

Product and material acquisition begins once an order is received by Paper Muse .Co. Details such as quantity, color or size may not be changed once and order is placed and product acquisition and production has started as all of our products are made-to-order. We must acquire minimum quantities from a multitude of suppliers for custom-made products. If PMC were to wait until proofs were approved to begin acquiring products, our turn around times would double, if not triple. To meet our posted turn around times, PMC begins acquiring products and materials for your order soon after your initial deposit is paid or your order is paid for in-full. We do not wait until your proofs are approved. Therefore, we highly suggest ordering 5-10 extras as minimums do apply for re-orders. Be sure that your counts/quantities are accurate before placing your order.

**If you want to review and approve your proofs before we acquire any products/materials, initial here:**

\*This will delay your order completion by up to 6 weeks, or more.

PMC will do everything possible to design within the limitations of what paper/envelopes/ribbon/etc. are available and stated in the details of your order, but is ultimately not responsible for items out of stock/delayed, paper shortages, supply chain issues, or faulty products. Because PMC creates highly custom, one-of-a-kind pieces, we will use our expertise and due diligence to offer the best substitutions or alternative products/print processes should a chosen item (such as envelopes, ribbon, paper/stock) be out of stock, discontinued, or faulty. We want you to love your stationery! We will do everything reasonable to provide excellent customer service and satisfaction, so if there are any issues, they will be handled on a case by case basis and with our highest attention.

#### • CHANGES AND REVISIONS

This contract is fixed-price (except for additional proofing, if needed), however, sometimes things change throughout the scope of a project. We don't want to limit your ability to change your mind. If you want to change your mind or add anything new, that won't be a problem. Any additional fees will be confirmed in writing prior to doing the work. Should you need to submit data spreadsheets with corrections after the design is created, there will be fees to reformat your data and designs. This typically applies to items such as envelope printing and guest seating charts. Make sure all data spreadsheets are free of all errors before submitting. Submitting new data lists can alter the date for when a project is projected to be completed.

#### • PHOTOGRAPHS/GRAPHICS

You should supply graphic files such as QR codes or otherwise, in an editable, vector digital format. You should supply photographs in a high resolution digital format. If you choose to buy stock photographs, PMC can suggest stock libraries. If you'd like PMC to search for photographs or graphics for you, we can provide a separate estimate for that.

#### • TURN AROUND TIMES

Invitations and other printed materials are generally printed, packed and shipped within approximately 4-6 weeks of proof approval, but some artistry takes a bit more time. Special services like custom painting, specialty printing that requires a custom steel die (foil stamping/letterpress) printed envelopes, die or laser cut items, assembly, and more will extend your order processing time as well. Then, please allow an additional 5-7 additional days for delivery. Some accessories ship from third party suppliers and may require additional production time. To ensure that these estimations for order processing and shipping are met, products from third party suppliers are often ordered soon after a deposit is placed or order paid for in-full and cannot be cancelled nor colors/quantities changed. Check your individual item for an estimated ship window, on our website, under turn around times.

#### • ASSEMBLY, SHIPPING, MAILING

All of our orders are unassembled. PMC offers full invitation assembly as an added service, but does not offer mailing. You are responsible for picking up invitations and mailing. When invitations are shipped to you for mailing, extra insurance is added and a signature required upon delivery. PMC will do everything possible to ensure safe shipping, but is ultimately not responsible for USPS / Fedex / UPS / etc. handling. We can approximate postage cost for each wedding invitation, but additional postage may be required after the suite is printed and weighed at the post office. PMC is not responsible for USPS changes in cost of mailing based on item weight, thickness, or otherwise.

#### PROOFING/DUE DATES

You will receive a digital proof for all printed items that you order. If you do not receive a proof, you did not order printing on that item (e.g., printed envelopes). Provide error free wording/guest templates (you must use template formats available on website) at least (120) business days before event for invitations and at least (28) business days before event for event stationery. Additional rounds of proofing, beyond what is defined in your quote are \$20.00 per item per round. If any complimentary designs are provided to you, understand this is not our policy and it is at the discretion of the designer, based on the time it takes to create changes to designs. Proofs will be provided in .PDF or .JPG format. Email approvals serve as legal approvals and any revisions requested after approvals have been given may be subject to reprinting/producing fees, including reordering of paper stocks and supplies and/or labor & assembly, if applicable. Proofing must be done in a timely manner to guarantee that products will be delivered on time. It is expected that changes/ revisions to proofs be communicated within 3 business days of receiving proofs via email. Should proofs not be reviewed and changes communicated within 3 business days, rush fees may apply. Changes to variable data spreadsheets shall not exceed (5) individual corrections; if more than (5) changes are needed, the list will need to be resubmitted with all corrections made at a cost of \$50.00 to re-format your data. We will alert you to any impending rush fees, via email, before said charges are invoiced for. Should you need to submit data spreadsheets with corrections after the design is created, there will be fees to reformat your designs. This typically applies to items such as envelope printing and guest seating charts. Turn-around times are posted on our website.

#### COPYRIGHTS AND ART USAGE

First, you guarantee that all provided elements of text, graphics, photos, designs, trademarks, or other artwork you provide are either owned by your good selves, or that you've permission to use them. Then, when your final payment has cleared, copyright of Paper Muse .Co designs/products will be automatically assigned as follows: PMC retains all rights to artwork and designs, including but not limited to custom and commissioned designs. You'll own the final physical products we create for this project. I'll continue to own the unique combination of these elements that constitutes a complete design and we license that to you, exclusively and in perpetuity for this project only, unless we agree otherwise. This basically just means that you can't take the design (.jpg or .pdf files) we made for you and create DIY projects with it. You also cannot provide our designs to another person/company and use them for additional products/projects without our permission. We may allow usage of our works on a per case basis with a minimum usage fee of \$250.00 per piece you would like to use the work on. For instance, if you would like to use it on a t-shirt and on a car decal, there would be a \$500.00 usage fee. If you are found in violation of this, we will prosecute to the fullest extent of the law. Any reproduction of artwork is prohibited unless given prior written permission from PMC.

#### WEBSITE, BLOG, SOCIAL MEDIA, ET AL

We love to show off our work and share with other people, so we reserve the right to display and link to your project as part of our gallery/portfolio and to write about it on websites, social media, in magazine articles, and in books. You can request that your order not be shared by mailing a written request to: Paper Muse .Co, 492 Essex Drive, Rochester Hills, MI 48307

#### PAYMENTS

I'm sure you understand how important it is as a small business that you promptly pay the invoices that we send. As I'm also sure you'll want to stay friends, you agree to stick to the payment schedule outlined in the quote provided to you. Deposits are due before design work can begin and payments are due in full before orders are printed/produced.

Although the language is simple, the intentions are serious and this contract is a legal document.

By typing your initials and giving your digital signature below, you are stating you have read, understand and agree to the preceding terms.

Note: If there are any mistakes in this contract, we reserve the right to make corrections at any time.

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

SHYLAH TROST, PAPER MUSE .CO

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