

Evergreen Expressions Client Agreement

Print out this page, initial each item, sign at the bottom and submit with your payment, page information sheets, and your photos and other items.

Client Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

E-mail: _____

Phone: _____ Best time to call: _____

Page size (i.e.: 12x12): _____ Number of Pages: _____

Requested Delivery Date: _____

Requested Delivery Date will be considered based on Evergreen Expressions/Gayle Opie's production schedule, an additional charge may be applied to rush orders, this will be discussed at that time.

Please read the following provisions carefully, initialing each item and signing this agreement in its entirety. By initialing each item and signing the agreement you accept and agree to the terms of this agreement. If you do not agree to **all** of the terms do not send any items to me. Instead call me so we can reach an agreement.

The word "I" in this agreement always refers to the client named above. The term "The Designer" always refers to Evergreen Expressions/Gayle Opie.

1. I understand that all The Designer's work is digital and that all items to be included in my project (photographs, memorabilia, etc.) will be scanned and the original items will be returned to me in the same condition in which they were sent. *Initials:* _____
2. I understand that if I am local to Austin, TX, I may deliver my original items and pick up my items and album/pages directly from The Designer or I may choose to have my items shipped. If I am not local to Austin or if I choose to have my items shipped anyway, my items will be shipped through a reputable shipping service (USPS, UPS, or FedEx) and will be registered and insured for the appropriate value depending on what is being shipped. Signed proof of delivery will be required. I understand The Designer is not responsible for damage caused by the shipping agent ... the shipping agent will be liable in the event any items are lost or damaged during shipment. *Initials:* _____
3. I understand that once all items are scanned, the original items may be returned before my album/pages are completed (see item 2 above). *Initials:* _____
4. I understand that I may send negatives and/or slides to be scanned but that, if I do, I am assuming a greater risk of losing that image if I don't have copies of it and that The Designer is not responsible for attempting to replace negatives or slides. In the event irreplaceable negatives or slides are damaged, I accept full responsibility for their loss, and agree not to hold The Designer liable. *Initials:* _____
5. I understand that in the event photos, negatives, slides, and/or memorabilia provided are damaged by fire, flood, earthquake, hurricane, tornado, theft, auto accident, or any other unavoidable disaster while in The Designer's possession ... The Designer is only liable

for the cost of reprinting photos from negatives if available. In the event irreplaceable photos, negatives, slides, or memorabilia are damaged, I accept full responsibility for their loss, and agree not to hold The Designer liable. *Initials:* _____

6. I understand that The Designer requires payment in full for a reasonable estimate of the number of pages at the time this agreement and photos are submitted. Payments may be made by personal check, money order, or by credit card through PayPal (call to be invoiced) on the Internet. Payments made with a personal check will require my project be postponed until the check clears the bank. *Initials:* _____
7. I understand that I will be responsible for the cost of shipping of both my original items back to me and of the shipping of the completed album/pages. *Initials:* _____
8. I understand that all efforts available will be made to insure satisfaction of a completed project but, because I am requesting a customized product, I understand that I cannot return a completed project for a refund. *Initials:* _____
9. I understand that The Designer will make every effort to complete the specific project by the deadline date and I will receive progress reports as the job is being completed. *Initials:* _____
10. I understand that The Designer, is the Design Artist of the layouts and I **cannot** claim the designs, or any part thereof, as my own creation. I also understand that I **cannot** copy them for my own use or that of others and that I **cannot** submit them for publication, contest, sell, nor publish them, or any part thereof, on any website without permission from The Designer. *Initials:* _____
11. I understand that I may order additional copies of my album/pages and that I may authorize others to purchase copies as well. I will notify The Designer of others who are allowed to purchase copies and that The Designer will sell copies to authorized persons only. *Initials:* _____
12. I understand all returned checks must be replaced with a "Money Order" within 7 days along with an additional \$25.00(per check) fee; or the check will be turned over to the proper authorities for legal collection. Any legal costs will be at the client's expense. *Initials:* _____

By my signature below, I agree to hire Evergreen Expressions/Gayle Opie's design services and accept the terms that I've initialed. This agreement can only be changed or amended in writing and signed by both parties.

Client
Signature: _____ Date _____

Designer's
Signature: _____ Date _____
Evergreen Expressions/Gayle Opie

Please call me at 512-835-7806 if you have any concerns or just want to talk before you send me your photographs.