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Calligraphy and/or Engraving Services Terms and Disclosures

By signing the Desert Plume Calligraphy Services Agreement, Client contracts to hire Desert Plume Calligraphy ("DPC") to provide services relating to Client's calligraphy and/or engraving elements as detailed on the signed Agreement. Desert Plume Calligraphy agrees to provide services according to the terms of the signed Agreement.

Terms

Services. DPC shall provide Client with services and/or products ("Services") as detailed in signed agreement. If agreement is not signed, payment of deposit shall constitute acceptance of these Terms and Disclosures. Email, text, or voicemail acceptance is also permitted.

Location / Delivery of Services

Location (on-site services only). DPC shall provide Services on date and times listed on signed Agreement, and at location(s) listed on the signed Agreement. DPC will arrive approximately 15 minutes prior to scheduled event time. Client shall have electricity available nearby for engraving equipment, if applicable.

Delivery of Services. DPC has reserved date(s) on their calendar as noted on signed Agreement, and will provide all Services by delivery date unless otherwise specified in this Agreement. When the provided Services are tied to the number of guests that Client expects to attend Client's wedding or other event, Client agrees to notify DPC with an accurate guest count. Current guest count for Client's project is estimated on the signed Agreement. Client will provide a confirmed guest count and a list of guests' names to DPC by date listed in schedule on signed Agreement.

Cost, Fees and Payment

Cost. Payment for all services shall be payable according to the schedule listed on the signed Agreement, according to the following general outline.

In Studio Calligraphy Services:

\$50 non-refundable deposit to hold space in calendar, to be paid by Agreement date
50% of total cost on or before Start Date. Must be paid in order to begin services

Total Balance Due is payable on or before delivery/ship/pick up date.

On-Site Services

\$50 non-refundable deposit to hold space in calendar, to be paid by Agreement date

Total Balance Due is payable within 7 days of event date

FOR STANDARD CALLIGRAPHY ORDERS:

The deposit and first payment are non-refundable retainers. At a minimum, Client agrees that the retainer fee fairly compensates DPC for committing to provide the Services and turning down other potential projects/clients. The total cost ("Total Cost") for all Services is due in full by delivery date on signed Agreement. Payment for all services may be payable to DPC via PayPal, Venmo Credit Card, Cash, or Check.

Billing will reflect the actual costs incurred. Client requested changes will be billed separately. The remaining balance, less \$50 deposit and initial payment, will be due at the time of completion and before delivery of project. Likewise, separate projects, including but not limited to Save the Dates, invitations, and reception suites will all be billed separately due to accumulation of details throughout the design process.

The next step in your order process will not begin without first receiving your acceptance of the contract and your contracted payment. If payment is delayed, continuation of your order will also be delayed. Unless otherwise specified, all subsequent balances due are payable upon the completion of your project. Final payment is due prior to the finished product being shipped to the client. If final payment is not received, your product will not be shipped until payment is received, regardless of your contracted mail or estimated completion date.

All shipping costs will be totaled onto your final invoice. If the product is needed quickly, the rush shipping fee will be reflected on the final invoice.

If there are any minor adjustments such as actual postage or number of envelopes addressed, your final payment will be adjusted. The difference resulting in any increase balance owed will be reflected in the amount of your final payment due.

FOR LARGE CALLIGRAPHY ORDERS:

Once a final quantity has been contracted and supplies have been ordered, that number is not subject to decrease. If the number drops, please contact us immediately. If supplies have already been ordered, you may be able to apply the dollar difference to additional pieces or to a future payment, depending on the nature of the project. If the nature of the project does not allow for this, you may forfeit the remaining difference.

FOR RUSH CALLIGRAPHY ORDERS:

If space is available on DPC's calendar, rush orders (10 days or less) will be accommodated for an extra fee of 50% of the base cost of order.

FOR IN-STUDIO ENGRAVING ORDERS:

Once a final quantity has been contracted and supplies have been ordered, that number is not subject to decrease. If the number drops, please contact us immediately. If supplies have already been ordered, you may be able to apply the dollar difference to additional pieces or to a future payment, depending on the nature of the project. If the nature of the project does not allow for this, you may forfeit the remaining difference.

FOR ON-SITE CALLIGRAPHY AND/OR ENGRAVING ENGAGEMENTS:

The \$50 deposit is a non-refundable retainer. At a minimum, Client agrees that the retainer fee fairly compensates DPC for committing to provide the Services and turning down other potential projects/clients. The total cost ("Total Cost") for all Services is due in full by 7 days after the event date on the signed Agreement.

Payment for all services may be payable to DPC via PayPal, Venmo, Credit Card, Cash, or Check.

Billing will reflect the actual costs incurred. Client requested changes will be billed separately. The remaining balance, less \$50 deposit, will be due at the time of completion or no later than 7 days later.

Exclusivity

Exclusivity. Client understands and agrees that he or she has hired DPC exclusive of any other service provider. In order to provide a high level of satisfaction and quality of service, no other service providers, other than any assistant or third party that DPC hires to complete the services outlined in this Agreement, are permitted to provide the same or similar services or products, paid or unpaid, at the locations and dates specified in this Agreement.

Intellectual Property

Copyright Ownership. Services provided by DPC in accordance with this Agreement are copyrighted, and DPC owns all copyrights in any and all work(s) it creates or produces pursuant to federal copyright law (Title 17, Chapter 2, Section 201-02 of the United States Code), whether registered or unregistered. Any and all products, whether tangible or intangible, produced or created in connection with, or in the process of fulfilling this Agreement, are expressly and solely owned by DPC and may be used in the reasonable course of DPC's business.

Permitted Uses of Product(s). DPC grants to Client a non-exclusive license of product(s) produced with and for Client for personal use only so long as Client provides DPC with attribution each time Client uses DPC's property. Personal use includes, but is not limited to, use within the following contexts:

- In photos on Client's personal social media pages or profiles; or
- In personal creations, such as a scrapbook or personal gift; or
- In personal communications, such as a family newsletter or email or holiday card.

If Client wishes to use the product for non-personal use, please contact DPC to determine additional cost (requiring a new Services Agreement and possibly a Calligraphy Artistic Release or Artist Licensing Agreement).

Style. Client has spent a satisfactory amount of time reviewing DPC's work and has a reasonable expectation that DPC will perform the Services in a similar manner and style unless otherwise specified in this Agreement.

Consistency. DPC will use reasonable efforts to ensure Client's desired services are produced in a style and manner consistent with DPC's current portfolio and DPC will try to incorporate any reasonable suggestion made by Client. However, Client understands and agrees that:

Every client and wedding is different, with different tastes, budgets, and needs;

- Services are often a subjective art and DPC has a unique vision, with an ever-evolving style and technique;
- DPC will use its artistic judgment when providing services for Client, which may not include strict adherence to Client's suggestions;
- Although DPC will use reasonable efforts to incorporate Client's suggestions and desires when providing Client with the Services, DPC shall have final say regarding the aesthetic judgment and artistic quality of the Services;

Dissatisfaction with DPC's aesthetic judgment or artistic ability are not valid reasons for termination of this Agreement or request of any monies returned.

Envelopes. The nature of hand addressed envelopes will vary from that of printed addresses. Each address will vary depending on the letters, length of names, street names, city, and state lengths and visually appear different from one another when compared. Addresses with 4-5 lines of text will look different from those with fewer. Please have this expectation set when ordering hand calligraphy. Each envelope is a single work of art, and must be appreciated as such.

Please see my specifications on preparing your address list. Your addresses will be written EXACTLY as they appear on your address list. DPC will not make etiquette or spelling corrections. If you would like us to prepare your list for calligraphy, a \$125 fee will be added onto your final invoice. Please deliver the address list in a Word or Excel document.

Post. The USPS reads envelopes electronically. Due to the nature of calligraphy, some addresses or calligraphy styles will be more or less difficult to read when put through the USPS, as is the nature with any hand written address. Any address that cannot be read by machine will likely be hand inspected. If the address still cannot be delivered, it will be returned to the address of the return. DPC is NOT responsible for resending, reprinting or reimbursing for invitations or addresses that do not make it to their intended address. As with any mass mailing, you are likely to have 1-3% of your pieces be undeliverable. Please check your address list carefully to ensure all your addresses are correct to minimize this effect. You may wish to order an additional 3% of your pieces to ensure additional pieces are available if needed for remaining.

If DPC is addressing and posting your pieces, I guarantee that each address you provide goes into the mail. Any mail not received by its intended recipient is NOT under the liability of DPC. If any pieces need to be re-mailed, you may either mail the piece yourself from the excess mailed back to you upon the completion of the project, or pay DPC to pen, address and re-mail the additional pieces at the 25% re-do fee.

Proofing

If at any time, the job changes to an extent that substantially alters the specifications as described in the original estimate, we will submit a proposal revision memo to you and a revised fee will be agreed upon by both the Client and DPC before we will move forward with the project.

Please note that the more rounds it takes, the longer your completion date will be pushed back. Please aim to make your proofing changes in under 3 rounds, or your mail date will have to move back by 1 week or more for each round. I estimate the completion time of each project and base workflow on that average. If proofs or information is not turned around in a timely fashion, your workflow may be subject to interruption by other standing projects.

It is extremely important that you thoroughly check your proofs for correct times, dates, and spelling of all words, including names and places, in addition to the design elements. Once final approval for the Final Proof is received, you are giving DPC the permission to print all pieces as they appear on your Final Proof. Once approved, no changes can be made and DPC will not be held responsible for any errors found after your approval.

Limit of Liability

Maximum Damages. Client agrees that the maximum amount of damages he or she is entitled to in any claim relating to this Agreement or Services provided in this Agreement are not to exceed the Total Cost of Services provided by DPC.

Loss of Product. In the event that any or all product(s) are lost, such as damage to or loss of a component of the product necessary for final delivery, DPC shall refund Client a pro-rated portion of the Total Cost based on the amount of Services that were completed/provided against the amount of Services that were agreed to be completed/provided.

Indemnification. Client agrees to indemnify, defend and hold harmless DPC and its affiliates, employees, agents and independent contractors for any injury, property damage, liability, claim or other cause of action arising out of or related to Services and/or product(s) DPC provides to Client.

Cancellation, Rescheduling and No-Shows

Cancellation, Rescheduling of Services or No-Show Client. If Client desires to cancel services, reschedule services, or if it becomes impossible for DPC to render services due to the fault of the Client or parties related to Client, such as failure of the event to occur or failure of one or more essential parties to the event to show up in a timely manner, Client shall provide notice to DPC as soon as possible via the Notice provisions detailed in this Agreement. DPC has no obligation to attempt to re-book further Services to fill the void created by Client's cancellation, rescheduling, no-show or if it becomes impossible for DPC to provide the Services due to the fault of Client (or parties related to Client), and DPC will not be obligated to refund any monies Client has previously paid towards the Total Cost. Client is not relieved of any payment obligations for cancelled Services, rescheduled Services, failing to show up for the event, or should it become impossible for DPC to provide the services due to the fault of Client (or parties related to Client) unless the Parties otherwise agree in writing. For instance, if DPC is able to secure another, unrelated client for Client's contracted but unfulfilled date of service, then DPC may choose, at its sole discretion, to excuse all (or a portion of) Client's outstanding balance of

the Total Cost.

Impossibility

Force Majeure. Notwithstanding the above, either party may choose to be excused of any further performance obligations in the event of a disastrous occurrence outside the control of either party, such as, but not limited to:

A natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms or infestation); or

War, Invasion, Act of Foreign Enemies, Embargo, or other Hostility (whether declared or not); or

Any hazardous situation created outside the control of either party such as a riot, disorder, nuclear leak or explosion, or act or threat of terrorism.

Failure to Perform Services. In the event DPC cannot or will not perform its obligations in any or all parts of this Agreement, it (or a responsible party) will:

Immediately give Notice to Client via the Notice provisions detailed in this Agreement; and

Issue a refund or credit based on a reasonably accurate percentage of Services rendered; and

Excuse Client of any further performance and/or payment obligations in this Agreement.

General Provisions

Governing Law. The laws of Arizona govern all matters arising out of or relating to this Agreement, including torts.

Severability. If any portion of this Agreement is deemed to be illegal or unenforceable, the remaining provisions of this Agreement remain in full force.

Notice. Parties shall provide effective notice ("Notice") to each other via mail or email at the date and time which the Notice is sent:

Merger. This Agreement constitutes the final, exclusive agreement between the parties and Services contained in this Agreement. All earlier and contemporaneous negotiations and agreements, including verbal exchanges, between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

Amendment. The parties may amend the signed Services Agreement only by the parties' written consent via proper Notice.