

# Terms & Conditions

Parties: Known as Laurel & Ives Creative

Parties: Known as "Client"

Collectively, all of the above people or businesses entering this Agreement will be referred to as the "Parties."

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## **COST + FEES**

Social Media Services, Branding Packages, and all other services administered by Laurel & Ives Creative are priced according to the quote Client receives. Additional fees may apply, add-on options may be available to be priced separately. Late fees can occur. All payments are made by credit/debit card or ACH unless otherwise discussed. Consultations may also require fees. Any consultation fees are deducted from booked service.

## **Late Fees:**

All payments will be due upon receiving invoice if not dated otherwise.

For Social Media Services, if invoice is not paid on due date, a late fee of \$50 will be added to the amount due. There is no grace period. \$50 will continue to be added until invoice is paid. Services will halt until invoiced amount + late fees are paid in full. If not paid by 10 days after initial invoicing, you will be subject to a new quote for service or service cancellation. If your service is cancelled due to non-payment, Client will be charged the remaining balance for that month + 50% of the total month payment to cover sudden loss of income.

(If you know ahead of time that you will not be able to make your payment, please reach out to Chelsi directly at [chelsi@laurelandives.com](mailto:chelsi@laurelandives.com))

Client has the ability to set up automatic payments - this is strongly encouraged.

For Branding Services, Client will be required to respond to revision requests within 5 days from receiving. Anything later may incur a late fee of \$10.00/day as this is taking time away that could be booked with other clients. If you know you will not be able to respond in this time frame due to illness, vacation, etc. please communicate that with us to avoid late fees.

Client will not receive rights to branding packages until all invoices and fees are paid in full.

### **NON-REFUNDABLE DOWN PAYMENT**

A 50% non-refundable down payment is due to lock in your start date for any service. If your start date is not locked in with a down payment by the due date set by Laurel & Ives Creative, you may be required to receive a new quote. This is at our discretion.

### **EXCLUSIVE SERVICE DISCLAIMER**

#### **Exclusive Services:**

The Client agrees that during the term of our contract, Laurel & Ives Creative will be the sole outsourced provider of similar services during our work time together. The Client shall not engage with any other third-party services or individuals to perform the same or similar services covered under this contract, which is dependent on the type of service. This exclusivity is crucial to maintaining a cohesive and effective brand identity and strategy. Website development is excluded for this disclaimer as we do not perform those services.

#### **Non-Competes + Industry Exclusivity and Content Originality:**

Laurel & Ives Creative is committed to providing quality marketing services to a very niche set of industries. This means we may work with other businesses in the same industry as Clients. We will not sign a Non-Compete Agreement. This policy is to ensure our business growth as we do not limit ourselves to client intake at this time.

We assure you our strategies and content we develop for each client are tailored, unique, and effective without any risk of repetition or overlap with other clients' content. However, the Client acknowledges that similar themes, topics, or content types may arise in the normal course of our business but we will always ensure that the content we create for you is distinct and tailored to your specific goals and audience.

Additionally, we respect your privacy both personally and professionally. We do not communicate your news, updates, or business insight to other clients. Please see the Confidentiality Statement below.

### **CONFIDENTIALITY**

#### **Non-Disclosure Agreements (NDAs) and Confidentiality:**

Laurel & Ives Creative values transparency and the ability to share our successful projects as part of our portfolio and marketing strategy. As such, Laurel & Ives Creative does not sign Non-Disclosure Agreements (NDAs) or any similar agreements that could restrict our ability to conduct business or limit our growth potential. We assure our clients that we do not disclose sensitive information specific to any client's strategy, financials, or proprietary data without explicit permission.

Parties will treat and hold all information of or relating to this Agreement, the Services provided and the Parties' businesses in strict confidence and will not use any of this information except in connection with fulfilling the terms of this Agreement, and, if this Agreement is terminated for whatever reason, Parties will return all such information, including account access information, and any and all copies to the original Party and will remain bound to the Confidentiality provision of this Agreement. Confidential information (herein "Confidential Information") means information that is of value to its owner and is treated as proprietary or confidential including, but not limited to, intellectual property, inventions, trade secrets or information, financial data or information, speculation, knowledge, general Company data or reports, future business plans, strategies, customer lists and information, client acquisition strategies, advertising campaigns, information regarding executives and employees, and the terms and provisions of this Agreement.

Further, at all times neither Party shall use or disclose any Confidential Information relating in any way to the past, present, or future business affairs, conditions, clients, customers, efforts, employees, financial data, operations, practices, products, processes, properties, sales, or services of or relating in any way to the Company in whatever form to any parties outside of this Agreement.

This Agreement imposes no obligation upon the Parties with respect to any Confidential Information that was possessed before initial business interactions commenced between the Parties; is or becomes a matter of public knowledge through no fault of receiving Party; is rightfully received from a third party not owing a duty of confidentiality; is disclosed without a duty of confidentiality to a third party by, or with the authorization of the disclosing Party; or is independently developed by either Party without prior knowledge of privileged or confidential information.

## **RELATIONSHIPS OF THE PARTIES**

Laurel & Ives Creative and any related sub-contractors are not employees, partners or members of Client's company or organization. Laurel & Ives Creative has the sole right to control and direct the means, manner and method by which the services in this Agreement are performed. Laurel & Ives Creative has the right to hire assistants, sub-contractors or employees to provide Client with its Services. Parties are individually and separately responsible for their own business operation and expenses, including securing or paying any licensing fees, insurance, taxes (including FICA), registrations or permits. Client is not responsible for paying for any benefits, Workers Compensation, insurance or unemployment fees to Laurel & Ives Creative.

## **ARTISTIC RELEASE**

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

**Release.** Client accepts and agrees to allow Laurel & Ives Creative to use any component of the services provided in portfolios, on websites, and on social media.

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

- 1. Every client is different, with different tastes, budgets, and needs;
  2. Graphic Design services are often a subjective art and Laurel & Ives Creative has a unique vision, with an ever-evolving style and technique.
  3. Laurel & Ives Creative will use its artistic judgment when providing Services for Client, which may not include strict adherence to Client's suggestions;
  4. Although Laurel & Ives Creative will use reasonable efforts to incorporate Client's suggestions and desires when providing Client with the Services, Laurel & Ives Creative shall have final say regarding the aesthetic judgment and artistic quality of the Services;
  5. Dissatisfaction with Laurel & Ives Creative's aesthetic judgment or artistic ability are not valid reasons for termination of this Agreement or request of any monies returned;

#### **NO COMMUNICATION POLICY**

If there is no communication from Client at 30 days or no forward movement from Client, Laurel & Ives Creative will terminate the project and it will be considered cancelled. Remaining balance + 60% of the remaining balance will be charged to the Client.

Please note, we are human and are always open to listening and understanding your position and will do our best to accommodate when we can. Communication is necessary to keep this project moving forward. If there is no communication, we cannot move forward with your projects OR booking other clients. Please be respectful of our time and energy.

#### **NO REFUND POLICY**

All digital marketing services, courses and event tickets, including but not limited to brand design, branding packages, social media management, courses, classes, or instructional events, social media audits, website development, website audits, graphic design services (templates, business materials, etc.), consultation fees, transaction fees, event tickets, vendor fees, or any sale made on this site or any affiliate site are non-refundable.

We do not offer any refund for services already delivered, started, or any other miscellaneous charges which are non-recoverable. There are no partial refunds for any projects or services. We do

not offer refunds on deposits or payments for projects that are abandoned or have no communication. If you signed up for our services but did not make use of them, then you are still entitled to pay us. All billing cycles for agreed services will continue until the client sends a cancellation notice in writing via email. Read the Cancellation Policy in your service agreement on your down payment invoice.

Laurel & Ives Creative has the right to terminate projects at any time for any reason.

**LAUREL & IVES CREATIVE, 2024. | LAURELANDIVES.COM | HELLO@LAURELANDIVES.COM**