



# TERMS AND CONDITIONS

BRAND MAKEOVER w/ A PAYNE'S DESIGNS, LLC

**This agreement is made between Amber Mabry (D.B.A A Payne's Designs, LLC) ("Designer") and the client ("Client") for the Vision-Driven Brand Makeover 3-Month Experience.**

By enrolling in this program, the Client agrees to the following terms:

## 1. Scope of Work

The Designer will provide the following services during the 3-month program as outlined in client's "design game plan":

- Website Design
- Logo Design
- Email Marketing
- Social Media Graphics
- Presentation Design
- Canva templates or other training support
- Any other service agreed upon in writing

Any work outside the agreed-upon scope will require a separate agreement and may incur additional fees.

## 2. Final Deliverables

The Designer will deliver:

- Fully customized designs as specified in the program scope.
- Final deliverables provided in agreed-upon file formats (e.g., PNG, JPG, PDF, Canva links).
- Deliverables will be reviewed and approved by the Client at predetermined milestones.

## 3. Payment Terms

- The total cost for the program is \$3,600.
- Payment is non-refundable unless an unforeseeable circumstance arises on the side of the Designer.
- In the event of dissatisfaction, the Designer will allocate time to make reasonable adjustments to deliverables to meet Client expectations.
- Payments must be made as follows:
  - [Payment Schedule: Pay in full or monthly installments as agreed].

*Chargeback Clause:* The Client agrees not to initiate a chargeback after the successful delivery of agreed-upon services. Any payment disputes must be resolved directly with the Designer.

## 4. Client Responsibilities

To achieve the best outcomes, the Client agrees to:

- Provide timely and accurate information, feedback, and approvals at each project milestone.
- Respond to communications within a reasonable timeframe (e.g., 48 hours).
- Supply all necessary materials (e.g., brand guidelines, logos, images) prior to the start of the program.
- Actively participate in scheduled consultations and meetings.

Failure to meet these responsibilities may result in delays or an inability to complete the project.

## 5. Confidentiality

- Both parties agree to maintain the confidentiality of all sensitive information shared during the program.
- The Designer will not disclose or use the Client's proprietary information for any purpose other than completing the program deliverables.



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## 6. Designer's Materials

- Any tools, templates, or resources provided by the Designer for the completion of deliverables remain the property of the Designer unless explicitly stated otherwise.
- The Designer may use non-confidential project materials for portfolio, marketing, or promotional purposes unless the Client requests otherwise in writing.

## 7. Intellectual Property

- Upon final payment, the Client will receive ownership of the final deliverables, including design files and assets.
- Preliminary concepts, drafts, and unused designs remain the intellectual property of the Designer.

## 8. Termination of Agreement

- Either party may terminate the agreement with 14 days' written notice.
- If the Client terminates, no refunds will be issued for work already completed.
- If the Designer terminates due to unforeseen circumstances, a pro-rated refund may be issued for undelivered services.

## 9. Limitation of Liability

- The Designer will not be held liable for:
  - Delays caused by the Client's failure to provide timely feedback or information.
  - Losses or damages resulting from the use of final deliverables after Client approval.
  - Indirect, incidental, or consequential damages arising from the project.
- In all cases, the Designer's liability is limited to the total amount paid by the Client for this program.

## 10. Agreement Not to Chargeback

- By enrolling in this program, the Client agrees to resolve any disputes directly with the Designer before initiating a chargeback or payment dispute.
- Chargebacks initiated after successful delivery of services will be considered a breach of this agreement.

## 11. Governing Law

This agreement will be governed by and construed in accordance with the laws of Ohio.

## 12. Acceptance of Terms

By making payment and/or signing this agreement, the Client acknowledges they have read, understood, and agree to the terms outlined above.

## Client Signature

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_