



WEBSITE <http://limvi.com>  
 MOBILE +1 626 679 7796  
 EMAIL [limvistudio@gmail.com](mailto:limvistudio@gmail.com)

AGREEMENT SIGNED DATE: [REDACTED]

## SERVICE AGREEMENT

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This Contract for creative service is made effective as of date [REDACTED], by and between [REDACTED] and LIMVI Studio.

Whereas LIMVI is engaged in the business of providing services relating to visual identity, package, branding, graphic design and whereas [REDACTED] is interested in availing such service of studio.

In furtherance to the above, [REDACTED] hereby agrees to and does hereby engage the services of LIMVI, and LIMVI hereby accepts the engagement to design and to do the work hereinafter specified by [REDACTED] and [REDACTED] in connection with the project.

The parties are independent and separate entities from each other. This Agreement does not create a partnership, joint venture, agency, employment, or a like relationship between the parties.

### Services

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Beginning on date [REDACTED], LIMVI will provide to [REDACTED] the following design services (collectively, the "Services"):

- 1 [REDACTED]
- 2 [REDACTED]
- 3 [REDACTED]

### Payment

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Payment shall be made to LIMVI Studio. [REDACTED] agrees to pay the sum of amount as follows: \$ [REDACTED] / HOUR or \$ [REDACTED] /Project (quote estimated).

In addition to any other right or remedy provided by law, if [REDACTED] fails to pay for the Services when due, LIMVI has the option to treat such failure to pay as a material breach of this Contract, and may terminate this Contract and/or seek legal remedies. LIMVI should turn in project prior than agreed date (estimated 10-30 days depends on case difficulty).

### Default in Payment

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Payment should be made within 20 days upon project completion. The Client shall assume responsibility for cost outlays by designer in all collections of unpaid fees and of legal fees necessitated by default in payment. Invoices in default will include but are not limited to fees for collection and legal costs.

### Estimates

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The fees and expenses shown are minimum estimates only unless an hourly fee has been agreed upon. That fee will be Hourly Fee per hour and the designer shall keep the client apprised of a tally of hours within a reasonable period of time. Final fees and expenses shall be shown when invoice is rendered. The fees and expenses shown are minimum estimates only unless the quote and/or invoice is clearly marked Firm Quote, otherwise the below stated hourly fee will be payable on all time over that which was quoted with a minimum in 30 minute increments.



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## Changes

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The Client must assume that all additions, alterations, changes in content, layout or process changes requested by the customer, will alter the time and cost. The client shall offer LIMVI STUDIO the first opportunity to make any changes.

## Expenses

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The Client shall reimburse LIMVI for all expenses arising from this assignment, including the payment of any sales taxes due on this assignment, and shall advance the Designer for payment of said expenses, including but not limited to Stock Photography, Artwork, necessary travel fee and or material needed for the project.

## Cancellation

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In the event of cancellation of this assignment, ownership of all copyrights and the original artwork shall be retained by LIMVI STUDIO, and a cancellation fee for work completed, and expenses already incurred, shall be paid by the Client. Cancellation fee is based on the hours submitted, if the project is on an hourly basis or a percentage based on the time estimate for the entire job. A 100% cancellation fee is due once the project has been finished or on after the third revision, whether delivered to the client or not. If the project is on a project basis and the project is canceled by the client after the first submission, the client agrees to pay no less than 40% of the project already billed at the time of the cancellation plus a flat fee of \$200. If the client cancel the project on the first revision submission, the client agrees to pay 70% of the project already billed plus \$200 cancellation fee.

## Ownership and Return of Artwork

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LIMVI STUDIO retains ownership of all original artwork, and the Client can legally use the content for commercial purpose in Website, Software, applications, mobile, Printed and digital media (magazines, newspapers, books, cards, labels, CD, DVD, films, television, video, emails, etc.), advertisement and promotional items, Presentation of products and public events, Multimedia, Ornamentation (either private or public). Client have the non-exclusive, non-transferable right of LIMVI artworks to use the the licensed material an unlimited number of times for the commercial or personal purpose listed above. Client cannot sublicense, sell or rent as the creator of any LIMVI contents (or modified version of LIMVI Content), nor distribute LIMVI Contents unless it has been expressly authorized by LIMVI. If transfer of ownership of all rights is desired, the rates may be increased. If the Client wishes the ownership of the rights to a specific design or concept, these maybe transferred at any time for the prediscussed project cost.

## Releases

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The Client shall indemnify LIMVI against all claims and expenses, including attorney's fees, due to the uses for which no release was requested in writing or for uses that exceed authority granted by a release.



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## Modifications

Modifications of the terms of this contract must be written and authorized by both parties involving the implementation of a new version of the contract as a whole following standard procedures of documentation and approval.

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## Uniform Commercial Code

The above terms incorporate Article 2 of the Uniform Commercial Code.

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## Code Of The Fair Practice

The Client and LIMVI STUDIO agree to comply with the provisions of the Code of Fair Practice (which is in the Ethical Standards section of chapter 1, Professional Relationships).

LIMVI STUDIO warrants and represents that, to the best of our knowledge, the work assigned here-under is original and has not been previously published, or that consent to use has been obtained on an unlimited basis; that all work or portions thereof obtained through the undersigned form third parties is original or, if previously published, that consent to use has been obtained on an un-limited basis; that LIMVI has full authority to make this agreement; and that the work prepared by LIMVI does not contain any scandalous, libelous, or unlawful matter. This warranty does not extend to any uses that the Client or others may make of the LIMVI'S product that may infringe on the rights of others. Client expressly agrees that it will hold LIMVI harmless for all liability caused by the Client's use of LIMVI'S product to the extent such use infringes on the rights of others.

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## Limitation of Liability

Client agrees that it shall not hold LIMVI or its agents or employees liable for any incidental or con-sequential damages that arise from LIMVI's failure to perform any aspect of the project in a timely manner, regardless of whether such failure was caused intentional or negligent acts or omissions of LIMVI STUDIO or Client, any client representatives or employees, or a third party.

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## Dispute Resolution

Any disputes in excess of maximum limit for small-claims court arising out of this Agreement shall be submitted to binding arbitration before a mutually agreed-upon arbitrator pursuant to the rules of the American Arbitration Association. The Arbitrator's award shall be final, and judgement may be entered in any court having jurisdiction thereof. The client shall pay all arbitration and court cost, reasonable attorney's fees, and legal interest on any award of judgment in favor of LIMVI STUDIO. All actions, whether brought by the client or by the designer will be filed in the designer's state/county of business/residence.

This contract is held accountable to the legal system of California and any applicable statutes held therein.



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## Acceptance of Terms

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The action of the sending and receipt of this agreement via electronic method will hold both parties in acceptance of these terms. LIMVI as sender and the client as recipient will acknowledge acceptance of these terms either through an e-mail noting acceptance or acceptance is acknowledged at the beginning of any work on said project. Electronic signatures shall be considered legal and binding.

## A Final Few Words

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If the client is unhappy about the progress of the project, feel LIMVI are not finding an appropriate angle, then please discuss this with LIMVI representative. We would encourage to call or meet up in person rather than email or text message.

It is crucial that both parties are both completely clear about the objectives and aims before commencing. Now is the time to be open with any thoughts, doubts and/or concerns.

Once both parties have signed and filled in the details below, please scan or photograph and email back to: [limvistudio@gmail.com](mailto:limvistudio@gmail.com)

Once the client have signed and sent back this proposal, please arrange the first payment so that LIMVI STUDIO can get started with the project. Until this payment is received, LIMVI STUDIO cannot book the project in, and other jobs may take precedence in this time.

## THE FINAL SIGN-OFF

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By signing both parties are accepting the terms and conditions contained in this agreement.

**SIGNATURE**

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**SIGNATURE**

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**FULL NAME**

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**REPRESENTATIVE NAME**

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**COMPANY NAME**

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**COMPANY NAME**

LIMVI STUDIO

---

**DATE**

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**DATE**

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**PAYMENT METHOD**

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**ADDITIONAL COMMENTS**

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**DATE 1st PAYMENT MADE**

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**ADDITIONAL COMMENT**



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## TRANSFER OF COPYRIGHT

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Project Name \_\_\_\_\_ Elements Covered \_\_\_\_\_ Contact Details \_\_\_\_\_

### Scope of Copyright Transfer

**By signing this Copyright Transfer Form, I will be relinquishing all personal, professional, and ownership rights, to all designs detailed above.**

This signed agreement also includes the Transfer of Ownership to any variations of the artworks previously agreed and supplied as part of the initial contract.

Example of these included variations could include: multiple color versions; size and dimensional variations: landscape and portrait; reversed out versions; social media profile images; favicon; etc.

**Unless other wise agreed and arranged, I reserve the right to showcase the finished logo and associated designs in my portfolio, and in any number of online galleries & portfolio, as well as in printed literature including, but not limited to: books and magazines.**

### Trademark <sup>TM</sup> & Registered Trademark <sup>®</sup>

**It is important to note that Copyright is not the same as a Trademark, or Registered Trademark. This form does not provide any Trademark ownership, or protection. If you need help to register Trademake, LIMVI can provide consulting help.**

### Restrictions & Caveats

**The Copyright Transfer Form does not give you permission, to: use, modify, alter, replicate or sell, any of the previous and unused: creative ideas, concepts, sketches previously shown and presented during the course of the project.**

All unused original preparation materials, sketches, visuals and unused ideas previously shown, and considered, will remain the property of LIMVI STUDIO. LIMVI STUDIO is free to use these unused ideas for future conceptual, and client work. Where a previously unused idea/design retains a similar look and style to the finished version, we shall repurpose and style as to be sufficiently different so as not to cause conflict.

**You are free to change, modify and adapt the finished artworks design as you see fit, but you do so at your own risk, and at the risk of dliuting , or causing confusion, over your existing visual presentation.**

All preparation materials, sketches, visuals, including the electronic files used to create the project remain the property of LIMVI STUDIO. The final artwork/digital files will become the property of the client mentioned in this proposal **ONLY** upon final payment of the project. *If final payment is NOT received as agreed, and set out in the initial proposal, all designs and concepts will remain the property of LIMVI STUDIO until payment is received.*

LIMVI STUDIO

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FULL NAME

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SIGNATURE

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PROJECT NAME

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Date of Signing

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The Client:

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FULL NAME

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SIGNATURE

---

PROJECT NAME

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Date of Signing

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