Contract Agreement

C-WS

CLIENT INFORMATION

Date: October 17, 2014

Client Name: Mr. Nhiel Briñas
Company Name: Nhiel Mustik Inc.
Company Address: #54 Mabato Street, Cavite Philippines
Phone: 256-888   **Mobile:** 09090909090
Fax: **E-mail:** nhiel@gmail.com

Where

PROJECT DESCRIPTION

Design (1) One Nhiel Muztik Inc. Logo

4 - b/w logo concepts
4 - color concepts

Phase 1: Logo Concept Development
Logo b/w concept development, includes 2 rounds of revisions of selected concept.

Design

Phase 2: Color Concept Development
Logo color concept development, includes 2 rounds of revisions of selected concept.

Phase 3: Final Delivery
Final concept delivered to client

PAYMENT SCHEDULE

Form &

Costs include art direction, design, layout and pre-press production.

Total Cost: ₱**30,250.00** plus optional item fees
First Payment: ₱**15,250.00**
Final Payment: ₱**15,000.00**

1. 50% payment of total cost must be made before start of project.
2. Balance of design fees and production costs are due prior to releasing of final product.

Function

* Additional concepts/color concepts will be charged at an hourly rate of ₱ **200.00**

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Cancellation Fee:
In the event of termination, a cancellation fee of ₱ **8,000.00** shall be paid to Christian WebShop, Christian Aguila. In addition, all accrued project hours will be billed at the hourly rate.

OWNERSHIP OF ARTWORK

All services provided by Christian WebShop under this Agreement shall be for the exclusive use of the Client. Upon full payment of all fees and expenses, reproduction rights for all approved final designs created by Christian WebShop for this project shall be granted.

All original artwork/files created by Christian WebShop or parts contained therein, whether preliminary concepts or final visual presentation remains the property of the Christian WebShop and may not be used by the Client without the written permission of Christian WebShop.

Christian WebShop retains the right to use the completed project and any preliminary designs for the purpose of design competitions, future publications on design, educational purposes, marketing materials, on-line posting on Christian WebShop website and physical portfolio. Where applicable the client will be given any necessary credit for usage of the project elements.

STOCK COMPONENTS

Christian WebShop may use "Stock Components" (photography, motion clips, and sound), whether royalty free (RF) or rights managed (2w), to provide or achieve a certain look and feel in the project. The client has the right to refuse to purchase any stock components with the full knowledge and understanding that the removal of these components may possibly change or alter the aesthetics of the project. At the same time, the project will not contain any unapproved and un-paid stock components when delivered or prepared for production.

A proof of approval as well as a written email will notify and show the client the changes caused by the removal of all unapproved and/or un-paid stock components. Christian WebShop has the right to remove all stock components that have not been purchased and can deliver the rest of the client final-approved-project once the agreed Payment Schedule has been fulfilled.

It's agreed by both Christian WebShop and the client that all approved stock components must be purchased by the client before the project is completed for print production, delivery or web publishing.

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The client will assume responsibility and ownership of all purchased stock components (whether RM or RF) used in the project.

After the project has been delivered for production or to the client, Christian WebShop will not be held liable or responsible for any unlawful use/alteration of stock components if such use/alterations are executed by another party or individual.

It is the client's responsibility to maintain and uphold the rules and regulations that pertain to any used stock components within the project or design(s). For more information regarding RF and RM licensing and their use, please review the terms & conditions.

Rights-Managed(RM)
Rights-managed products are licensed on a use-by-use basis. The fee for using the product is calculated from several factors including size, placement, duration of use and geographic distribution. At the time you order a rights-managed product, you will be asked to submit information that will specify the usage rights to be granted.

When should I choose rights-managed products?
Customers generally choose rights-managed products when the image, film clip or audio file will be used for a high profile project -- such usage often connects a brand or a corporation's identity to that particular image, clip or sound bite. Higher licensing fees prevent these products from 'saturating' the marketplace, thus helping to reduce potential competitive conflicts.

How are the fees calculated?
The fees and usage rights for rights-managed images are based on a specific project's criteria: size of the image being reproduced, total print run, distribution, intended use, etc. For film clips the fees are based on usage, market and duration of use.

Royalty-Free(RF)
Royalty-free pricing is based solely on the size of the product you need, not the specific use. You don't have to pay any additional royalties on a use-by-use basis. Once you purchase a royalty-free product, you may use it multiple times for multiple projects without paying additional fees. (Pornographic, defamatory, libelous or otherwise unlawful use of any image is, of course, prohibited.)

When should I choose royalty-free products?
"Royalty-free" means that you pay only once for an image, film clip or audio file that can be used for multiple projects over an unlimited period of time. Since royalty-free products are sold on a non exclusive basis, customers often choose them as a   complement to a design, rather than making them the primary focus.

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How are the fees calculated?

Fees for royalty-free images, film clips and audio files are the same for every purchaser, regardless of the project specifics. The only factor that alters the cost of royalty-free products is the file size selected for purchase.

PRODUCTION SCHEDULE/DELIVERY OF PROJECT

The client will assume any printing, hosting, binding, shipping or insurance costs related to the project. Any alteration or deviation from the above specifications involving extra costs will be executed only upon approval with the client.

Christian WebShop shall not incur any liability or penalty for delays in the completion of the project due to actions or negligence of client, unusual transportation delays, unforeseen illness, or external forces beyond the control of Christian WebShop. If such event(s) occur, it shall entitle Chistian WebShop to extend the completion/delivery date, by the time equivalent to the period of such delay.

THIRD PARTY SHIPPING

In the event any material necessary for the production of the project must be shipped to a third party for additional processing, typesetting, photographic work, color separation, press work, or binding, Christian WebShop will incur no liability for losses incurred in transit, or due to the delay of the shipper of the third party.

CLAIMS PERIOD

Claims for defects, damages, and/or shortages must be made by the client in writing within a period of seven (7) days after delivery of all or any part of the order. Failure to make such claim within the stated period shall constitute irrevocable acceptance and an admission that they fully comply with terms, conditions, and specifications.

PROOFING OF FINAL PROJECT

The Christian Webshop shall make every effort to ensure the final product is free of any grammatical and spelling errors, before giving the final product to the client.

It is agreed that it is the client's responsibility to ensure that there are no spelling or grammatical errors contained in the final product. Christian Webshop will provide a "Proof Approval Form" with every revision requested by the client.

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In order for the job to be delivered (to client, printing press, bindery, mailhouse or "have it go live" in the world wide web), aside from agreed payment schedule, client must provide Christian WebShop a signed "Proof Approval Form" stating the project is "OK As Is" for final production/delivery.

If the client fails to provide the "Proof Approval Form" signed, Christian WebShop holds the right to stop/hold the project no matter what its previously agreed/set deadline or schedule. It is agreed that Christian Webshop is not responsible or held liable for any errors contained in the final product after the final product has been committed/approved by the client to print or posted in view of the public.

CANCELLATION

In **t**he **e**vent **o**f **c**ancellation **o**f **t**he **p**roject, **o**wnership **o**f **a**ll **c**opyrights **a**nd **t**he **o**riginal **a**rtwork **a**nd **d**isks **s**hall **b**e **r**eturned **t**o/and **r**etained **b**y **C**hristian **W**ebShop **a**nd **a f**ee **f**or **w**ork **c**ompleted, **b**ased **o**n **t**he **p**ayment **s**chedule/hourly **r**ate **a**nd **e**xpenses **a**lready **i**ncurred, **s**hall **b**e **p**aid **b**y **t**he **c**lient.

CONFIDENTIALITY

All correspondence and documents provided will be treated as confidential between the client and Christian Webshop, unless consent has been granted by both parties involved.

ACCEPTANCE OF AGREEMENT

I, the undersigned, have read the above prices, specifications and conditions, which are hereby accepted.

Christian WebShop is authorized to execute the project as outlined in this agreement. Payment will be made as proposed above. This agreement is not valid until signed and returned to Christian WebShop.

Contract Agreement

Client Signature: _____

Print Name: _____

Company: _____

Date: _____

Designer Signature: _____

Print Name: _____

Company: _____

Date: _____

Client Copy

8888 Malinis Street | Makati City | PH | 4444 | 256-3333 | info@christianwebshop.com

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Client Signature: _____

Print Name: _____

Company: _____

Date: _____

Designer Signature: _____

Print Name: _____

Company: _____

Date: _____

W h e r e

D e s i g n

Fo rm &

Function

Christian WebShop Copy

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