

SERVICES AGREEMENT

Contract between **the Service provider** and **the Customer** designated on the cover page.

ARTICLE 1 Object of the contract

The purpose of this contract is to produce a graphic work indicated on quotation **N °XXX** to be carried out by the **Service Provider** on behalf of the **Client**.

Upon purchasing the appropriate business license, the graphic work can then be exploited on physical products for sale, including clothing, t-shirts, housewares, stationery, accessories, etc. posters, postcards and commercial merchandise.

ARTICLE 2 Execution of the service

The **Service Provider** executes the graphic work in accordance with the Creative Brief and the Moodboard validated beforehand by the Client.

The service is carried out in 2 stages: the artistic proposal and the production. The **Service Provider** therefore undertakes to perform its obligation in two stages and within the deadlines mentioned below:

- The **Service Provider** has 1 week to make an artistic direction proposal from the date of the Creative Brief.
- The **Service Provider** has 2 weeks to complete the work from the validation of the **Client** and the payment of the deposit.

The work will be produced in digital formats in accordance with the indications of the **Client** at the time of the Creative Brief.

ARTICLE 3 Deadline

The **Service Provider** undertakes to deliver the graphic work within the deadlines established in this contract or the deadlines established in the Creative Brief. This contract will take effect on the date of the estimate and will end with the final delivery of the graphic work.

The parties mutually agree on the final completion of the graphic work.

ARTICLE 4 Obligation of the Service Provider

The **Service Provider** performs a quality service. She puts all her skills and professionalism at the service of the **Client**.

The **Service Provider** undertakes to perform the service on time.

ARTICLE 5 Obligation of the Client

The **Client** undertakes to provide the **Service Provider** with all the means necessary for the production of the graphic work within the deadlines mentioned in this contract.

In order to ensure a good realization of the graphic work, the **Customer** has the obligation to transmit any document, any information allowing the **Service Provider** to understand his / her needs.

The **Client** undertakes to pay the price in accordance with the deadlines stipulated in the contract and to obtain the appropriate license to exploit the work. She / He has the choice between the limited commercial license (20 €) or the unlimited commercial license (40 €). As a result, the **Client** undertakes to respect the terms established in the Licensing Agreement.

ARTICLE 6 Exploitation of the work

The **Service Provider** reserves the exclusivity of the moral rights arising from its copyright. The **Service Provider** consents to the exploitation of the work by the **Client** under the terms and conditions indicated in Article 1.

This contract gives the **Client** the right to exclusivity for the exploitation of the graphic work.

The **Client** undertakes to respect the integrity of the graphic work. The **Client** may not modify the final work without the prior consent of the **Service Provider**.

The work will be exploited by the **Client** throughout the world from the conclusion of this contract for an indefinite period.

ARTICLE 7 Intellectual property

All written paper or digital media presenting the products using the work will clearly mention the name and quality of the **Service Provider**. It will be the same during any communication on the work. It is not necessary to affix the name of the **Service Provider** directly on the products.

ARTICLE 8 Conservation of the work

The **Client** ensures the safeguard and conservation of the work. To achieve this objective, the **Client** agrees to using the work under its appropriate form while ensuring the conservation of the work.

ARTICLE 9 Liability

In the event of poor performance or non-performance of the obligations arising from this contract, the defaulting party is liable.

Any document or file entrusted by the **Client** and having suffered deterioration cannot engage the responsibility of the **Service Provider**.

ARTICLE 10 Termination

Poor performance or failure to perform obligations by one of the parties to this contract will result in the sending of a letter of formal notice in order to perform. The graphic design contract will be terminated within 15 days of receipt of the formal notice which has remained ineffective. The balance of the sums due will be established in proportion to the service performed.

ARTICLE 11 Price

In return for the service, the **Client** commits to the payment of the amount indicated on the cover page. Depending on the service purchased, the Customer will pay the price as follows:

- Or 50% at the signing of this contract then the balance on the day of the completion of the graphic work
- Or payment of the full price for standard services.

The **Service Provider** undertakes to deliver the final files of the graphic work in the format (s) requested on D + 1 (working day) following the day of receipt of final payment and / or validation of the final concept.

Payment must be made via PayPal using the link paypal.me/latelierauthentik

ARTICLE 12 Competent jurisdiction and applicable law

The law applicable to this graphic design contract is French law.

The Tribunal de Grande Instance of Créteil will have jurisdiction to settle disagreements.