

CLIENT - CONSULTANT AGREEMENT

All items to be included in the scrapbook (photographs, memorabilia, etc.) are mounted using only photo-safe, acid-free adhesives. Any resulting damage from defective products is not the liability of Remembered Moments.

Photos and memorabilia will be mounted in the album using photo-safe adhesives that are essentially considered permanent. While it may be possible to remove photos, it is not recommended, as damage to the photos will likely occur. *Any items I do not want permanently mounted will be indicated to the designer.* These items will be mounted in the album with photo-safe corners, allowing for easy and safe removal.

Unless otherwise specified, photos and memorabilia may be cut ("cropped") or altered during the creative process. Any items I (the client) do not want to be cut or altered will be indicated to the designer. _____ *initial*

Since the project will be assembled with adhesive that is considered permanent; once the design is complete it cannot be altered or re-designed.

I (the client) may reproduce the artistic results of this project for my own personal use.

Contents may **NOT** be sold in whole or in part. The selling, publishing, advertising, or reproduction this project, or any part of this project, for commercial or financial gain of this project is strictly prohibited. Nor may I represent this project or any part, as my own creation. All designs and creations by Remembered Moments are owned exclusively by Remembered Moments.

In the event photos and/or memorabilia provided are damaged by fire, flood, or other unavoidable disaster (including, but not limited to, weather, theft or auto accident) while in my possession, Remembered Moments is liable for the cost of reprinting photos from negatives. While every effort will be made to replace the damaged items in the event irreplaceable photos or memorabilia are damaged, I (the client) accept full responsibility for their loss, I agree not to hold Remembered Moments liable. _____ *initial*

This project is estimated to cost a maximum of _____. The final amount will be determined according to the cost of materials, labor, and number of pages completed. I (the client) understand 50% of the estimate is due when signing and the remaining amount will be due upon completion of the project. I understand the estimate does not include the cost of an album/scrapbook, and/or shipping and handling.

I (the client) understand the cost of this project includes a fee for shipping and handling (if applicable) and depends on the size of the project. If the delivery method is not "in person" then special arrangements will be made and a separate fee will be charged. The amount of shipping and handling charges will depend on the size of the project.

When the project is completed, I (the client) understand I will be notified and the remaining cost will be due at the time the completed project is delivered. If the delivery method is not "in person", the balance will be due and payable prior to delivery. All unused photos and/or memorabilia will be returned with the completed project.

In the event the completed project cannot be delivered due to an unavoidable occurrence (including, but not limited to, weather, sickness, or unavoidable disaster) Remembered Moments will make every effort to deliver as close to the project completion date as possible. Every effort will be made to contact you to make you aware of the situation.

I understand upon completion and notification I will have fourteen days to forward funds and make arrangements for delivery. If I do not comply within 14 days, I will be liable for an additional charge of 10 dollars per week until the project is obtained.

All returned checks will be subject to a \$25.00 fee. Returned checks not made good by cash or money order within 7 days will be forwarded to the proper authorities.

Pornographic material is prohibited.

Remembered Moments will be digitally scanning and/or digitally photographing this project for records. Please initial (a) or (b)

(a)_____I (the client) authorize Remembered Moments to use digital images, copies, or graphical representations of this project or any part, for the purpose of advertisement, publicity, or promotion, of Remembered Moments.

(b)_____I (the client) do **NOT** authorize Remembered Moments to use digital images, copies, or graphical representations of this project or any part, for the purpose of advertisement, publicity, or promotion, of Remembered Moments.

I, _____, the undersigned, contract Remembered Moments to complete the discussed project. We have agreed upon a completion date of _____.

As a client of Remembered Moments, I (the client) understand and agree to this contract. By my signature, I indicate my willingness to abide.

Client Name: (PRINT)	Designer's Name: (PRINT)
Client Signature/Date:	Designer's Signature/Date: