

SERVICES AGREEMENT | CJ+BEV CREATIVE CONSULTING

This services agreement (the "Agreement") Between _____ OF _____ (the "Client") and _____ of CJ+BEV Creative Consulting (or CJ and BEV; the "Firm")
Set forth this _____ Day of _____, In the year _____.

Background:

The Client is of the opinion that the Firm or the respective representative of the Firm has the necessary qualification, experience, and abilities to provide services to the Client.

The Firm or the respective representative of the Firm is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

Services Provided:

In general, (the "Services") are creative consulting, planning, and material production. These services will include marketing and branding material production, print, web, or advertising design, marketing consultation, commercial, event, or subject-based photography and/or videography, planning for events and engagements, advising on brand & identity cohesiveness, and assistance with the development of new brands, events, engagements, and business ventures.

Specified Services to be rendered to the client are: _____.

Term of Agreement

The term of this agreement (the "Term") will begin on the date of this Agreement, and will remain in full force and effect until the completion of Specified Services or an agreed upon servicing time frame, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended upon mutual written agreement of the Parties.

Term of Agreement to last from the date of Agreement to _____.

Performance Agreement

The Parties agree to do everything necessary to ensure the terms of this Agreement take effect.

Compensation & Exclusivity

Compensation for the services rendered by the Firm are required. As such, for the Services rendered by the Firm or the respective representative of the Firm, the Client will provide compensation (CHECKED AND/OR SPECIFIED FOR EACH SERVICE BELOW):

[Hourly] [Monthly] [Annually] [Base Price] \$ _____ . _____

[Hourly] [Monthly] [Annually] [Base Price] \$ _____ . _____

[Hourly] [Monthly] [Annually] [Base Price] \$ _____ . _____

Should the terms and conditions of this Agreement state that the Firm will provide exclusive services to the Client over a specified Term, the Firm agrees to provide any and all necessary services to the Client as requested, and to bill the Client for each service provided at a 15% discount rate, provided that the Client agrees to exclusively utilize the services provided by the Firm only.

50% of agreed upon compensation (the "Deposit") is due on the date of this Agreement. No Services shall be rendered until this Agreement is finalized and the Deposit is paid in full. This Deposit is refundable only within a 24-hour time frame, after which the Services will begin, and the Deposit is non-refundable.

The Client is of the opinion that they are fully capable of producing the aforementioned compensation to the Firm for services rendered based on the terms and conditions set out in this Agreement. The Client agrees that the compensation to the Firm for the Services rendered are to be presented in exchange solely for the fulfillment of the agreed upon Services, and are in no way based upon the eventual use, misuse, discarding, or recurring use of Services rendered.

Intellectual Property

The Firm shall hold all right, title, and interest in all original artwork, whether in draft, mockup, concept or final development for marketing, print, or web design content as the Agreement states for which the Services are to be provided (the "Project"). Specifically, but without limitation, the Firm shall hold all right, title, and interest in and to (1) all text, graphics or digital components of the Project (the "Content"), (2) all layouts, logos, structures or arrangements or other components of any materials presented to the Client that comprises the Project, (3) all literal and nonliteral expressions of ideas that operate, cause, create, direct, manipulate, access, or otherwise affect the Content, and (4) all copyrights, patents, trade secrets, and other intellectual or industrial property rights in the Project or any component or characteristic thereof, not including the Client's own proprietary material.

The Client shall retain and, neither the Firm nor the respective representative of the Firm shall have any proprietary rights whatsoever to Client's intellectual property rights in any and all text, images or other components and/or materials owned by the client, or which the client has the legal right to use, that are delivered to the Firm or the respective representative of the Firm, including but not limited to software, related documentation, client marketing material, logos, and taglines.

Copyrights & Trademarks; Indemnification

The Client agree's to authorize the Firm for use and/or legally authorized manipulation of intellectual property that the Client owns copyrights to, or has authorization for use from the original copyright owner. The Client agrees not to falsely provide such materials for the Firm's use that are not copyrighted by the Client or are not authorized for use by the copyright owner. The Client agree's to authorize the Firm for use and/or legally authorized manipulation of images, photos, or marks that the client owns U.S. Trademark licensing to, or has authorization from the original trademark licensee to use. The client agrees not to falsely provide such materials for the Firm's use that are not trademarked by the client or are not authorized for use by the trademark owner.

In the event that unauthorized copyrights or trademarks are used in the production of a design, the Client agrees to indemnify the Firm from any such consequence as a result of the eventual use of the Project in an illegal matter. The Firm is not held responsible for any legal action taken against the client for such use.

Outsourcing

The Firm reserves the right to redirect specific aspects of the Services to outside entities by which the Services can be effectively and wholly provided for the Client.

Agreement Modification or Cancellation

Both Parties reserve the right to legally change or amend the contents of this Agreement at any time upon mutual written agreement by both Parties. The Firm will not voluntarily or by operation of the law transfer its obligations under this Agreement without the prior written consent of the Client.

Time of the Essence

Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Governing Law

It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Georgia, without regard to the jurisdiction in which any action or special proceeding may be instituted.

IN WITNESS THEREOF, The Parties have duly affixed their signatures this _____ Day of _____, _____.

CJ+BEV Creative Consulting Firm Representative: _____

Signature: _____ **Date:** _____

Client: _____ **Organization/Company:** _____

Signature: _____ **Date:** _____