

# FORGE AND FOUNTAIN CUSTOM JEWELRY CONTRACT

**Client:**

**Primary Contact:**

**Project:**

**Designers: Joshua Haiman & Holly DeFount**

**Date of Project:** \_\_\_\_\_

**Project Deadline:** \_\_\_\_\_

**Creative Brief:**

\_\_\_\_\_

**Fee:** All custom jewelry projects necessitate a \$1000 minimum charge. Detailed estimate for design(s) forthcoming.

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- 1. Estimates:** The fees and expenses shown are minimum estimates only; increases in fees and expenses will be confirmed with client verbally as they arise. Final fees and expenses shall be shown when invoice is rendered.
- 2. Payment:** All invoices are payable upon receipt. Payment by cash or check is preferable; credit card payment will necessitate an additional 3% processing fee. A \$50 service charge is payable on all overdue balances for reissuing each invoice at 45, 60, 75 and 90 days from the date of original invoice.
- 3. Default in payment:** The Client shall assume responsibility for cost outlays by designers 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 materials and collection.
- 4. Changes:** The Client must assume that all additions, alterations, changes in content, layout or process changes requested will alter the time and cost.

**5. Expenses:** A deposit of \$500 is required to begin work on the project: this grants the Client 3 design sketches and 1 set of revisions before embarking on material fabrication of the project. The Client shall reimburse the Designers for all expenses arising from this project including the payment of any sales taxes due on this project, and shall advance the Designer for payment of said expenses, including but not limited to precious metals, gemstones, tools or other material needed for the project. **Deposit is non-refundable once contract is signed by both parties.**

**6. Cancellation:** In the event of cancellation of this assignment, ownership of all copyrights and the original artwork shall be retained by the Designers, and a cancellation fee for work completed and expenses already incurred shall be paid by the Client. Cancellation fee will be a percentage based on the time elapsed for the entire job under the agreed upon deadline. A 100% cancellation fee is due once the project has been finished, whether delivered to the client or not.

**7. Ownership of artwork:** The Designers retain ownership of all original artwork related to the project, whether preliminary or final.

**8. Limitation of liability:** Designers will consider working with special materials such as reclaimed gold or gemstones from heirloom jewelry provided by Client for the completion of the project. Designers are not responsible for damage or loss during reclamation of or fabrication with said materials provided. Client agrees that it shall not hold the Designers or their agents liable for any incidental or consequential damages that arise from the Designer's failure to perform any aspect of the project in a timely manner, regardless of whether such failure was caused intentionally or by negligent acts or omissions of the Designer or Client, any client representatives or employees, or a third party.

**9. 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 judgment 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 the Designer. All actions, whether brought by client or by 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.

**10. Acceptance of terms:** The action of the sending and receipt of this agreement via electronic

method will hold both parties in acceptance of these terms. The Designers as sender and the Clients as recipients 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.

