



CONTRACT FOR SERVICES

I. DISCLAIMER

This document and its accompanying pricing, quotes, package listing, and service listings, contain confidential and proprietary information of Starcresc intended only for the designated recipient(s). No disclosure, duplication, use, or re-use, of any portions of the contents of these materials, for any purpose, may be made without the prior express written consent of Starcresc.

II. SUMMARY

We'll always do our best to fulfil your needs and meet your expectations, but it's important to have things written down in case something goes wrong. In this contract you won't find complicated legal terms or long passages of unreadable text. We've no desire to trick you into signing something that you might later regret. What we do want is what's best for both parties, now, and in the future. Although the language is simple, the intentions are serious and this contract is a legal document under jurisdiction of the fine New York State and United States courts.

WHAT DO BOTH PARTIES AGREE TO?

YOU (Client): You have the authority to enter into this contract on behalf of yourself, your company, or your organization. You'll give us everything we need to complete the project in the format we request it. You'll review our work, answer questions, and provide feedback and approval in a timely manner; deadlines work two ways so you'll also be bound by our deadlines. You agree to stick to the payment schedule, and with your signature, you agree to this document in full. If at any stage you're not happy with the direction our work is taking, you'll pay us in full for everything we've produced until that point, receive all in-progress pieces of the project and this contract will be terminated.

US (Starcrest): We have the experience and ability to do everything we've agreed to do and we'll do it in a professional and timely manner. We'll endeavor to meet every deadline that's set and on top of that we'll maintain the confidentiality of everything you give us. We will be readily available to answer questions and comments, and to improve upon anything we can do better at. With our signature, we agree to this document in full. If at any stage we desire to end the working relationship, you'll pay us in full for everything we've produced until that point, receive all in-progress pieces of the project, and this contract will be terminated.

III. THE PROCESS

A. INITIAL STAGE

We provide free consultation to understand what you want us to make. We really like doing this face-to-face with everyone involved in the decision-making process. Please be ready to talk on the entirety of the project, and how you anticipate it looking and functioning, brainstorm with us, and anticipate any potential problems. This meeting should not take more than one (1) hour after which time we will add a consulting fee to your project.

B. RESEARCH STAGE

We will return to you with a final quote for the project along with this contract after some preliminary research. This is based on our estimate of time needed to create your project. If everyone agrees on the particulars we will sign the contract and invoice you for a deposit before beginning any work. This deposit allows us to fund and secure items necessary for the initial stages of the project and is due before beginning any work. At this time, we will appoint a project manager to you and will ask that you provide us a single person of contact or decision maker at your company for the project.

C. DESIGN STAGE

We will present "design prototypes" to indicate a look-and-feel direction of the project's layout, colors, design, and typography, to decide upon a final look without actually building anything. We call these "renders", "mockups", or "concepts". We will work to ensure that everything is to your liking and allot a series of revisions to ensure we tweak the prototype to your liking based on your feedback. We won't provide mockups for every change, and as mockups are simply images there may be slight changes between the final mockup and the final finished project.

D. CONTENT STAGE

We're not responsible for writing, developing, gathering, or transcribing any text copy unless specifically stated. You will need to provide final text copy, that has already been proofread, in a format that is digital-ready to the point it can be easily copy and pasted for our use. Graphic files for logos and related assets need to be a vector or high-quality digital format with transparency. If not, it may need to be converted by a third-party at your expense or we will be limited in our abilities to work with it. We love using photographs whenever possible but we are not responsible for taking or gathering photography for you. You should supply photographs in a high-resolution digital format renamed appropriately to the subject of the photo or where it should go. If you would like to purchase stock photos, we can suggest stock libraries and provide photo suggestions.

It is imperative that you own all rights to the content you provide us and we will assume that everything you provide is either your own creation or that you have already secured sufficient license to use it.

E. DEVELOPMENT STAGE

Once we have your approval of a design prototype, we will begin building the final project and adding the content you have provided. We will provide 'development prototypes' to test out features along the way, or work-in-progress snapshots to keep you updated on progress. We will continue to incorporate your feedback until the project nears its completion.

F. CHANGES AND REVISIONS

We want you to love the final project, so we anticipate a back and forth with you that we call "revisions". At numerous points we will request your feedback and make any adjustments that affect the look or functionality of the project but don't drastically change the agreed upon scope of the project or cause us to rebuild parts of the development prototype.

Any project is based on the length of time we estimate we'll need to accomplish everything you've told us you want to achieve but we're happy to be flexible if changes need to occur. If you want to modify the original scope, or add anything new at any time, that won't be a problem and we'll provide a separate invoice for that.

G. FINAL STAGE

We will present a complete and functional prototype which is as close as possible to the final distributed project including any feedback that had been submitted up to this point. At this time, we will request the final payment for the project along with any additional invoices for expenses incurred and will no longer make any changes to the project for the time being.

H. DISTRIBUTION STAGE

Please understand that your final approval must be given in writing before proceeding. After final payment has been made, we will distribute the final project files and materials.

I. SUBSEQUENT CHANGES

Should anything need to be reworked, revised, modified, or changed after the project has been completed, we will happily do so at our then current hourly rate.

IV. COPYRIGHTS

First, you guarantee that all elements of text, images or other artwork you provide are either owned by your good selves, or that you've permission to use them. Then, when your final payment has cleared, copyright is automatically assigned as follows:

You'll own the visual elements that we created for this project. Upon request, we'll give you source files and finished files which you should keep somewhere safe as we're not required to keep a copy. You own all elements of text, images, and data you provided unless somebody else owns them.

We'll own the unique combination of these elements that constitutes a complete project and we'll license its use to you exclusively and in perpetuity for this project only, unless we agree in writing otherwise.

We love to show off our favorite projects so unless asked otherwise, we reserve the right to reference your name, logo, project, and company name, showcase it in our portfolio, and write about it on websites and other marketing materials, but not in such a way which indicates your endorsement.

V. SUPPORT

Support is available via phone and email 24/7, just send an email or leave a detailed message and we will look into the issue as soon as possible during our next operating hours. To expedite resolution of any issue please remain calm and be as specific as possible. Identify your project, company, how to replicate the problem, and include a call-back number or email address. We may ask that you place your requests into a support ticket/portal for assistance in the future.

VI. PAYMENTS

We're sure you can understand how important it that you pay the invoices that we send you promptly. We can set automatic recurring billing to eliminate the hassle for both parties, however, we are not responsible for credit cards that expire or fail to charge and result in payments not being made or not being made on-time.

In the event that work or expenditures occur, we will create an invoice and email it to the primary contact on the account. All invoices are due within ten (10) days of the date on the invoice and we are not responsible for missing, lost, unpaid, partial, or delayed invoices or payments. We reserve the right to cease work until outstanding invoices are paid in full. We consider payments late if there has been no contact from you and/or the invoice is 30 days overdue. We reserve the right to charge a non-negotiable late fee with a finance charge of up to 10% of the amount of the invoice for late payments. After 90 days should we still have an outstanding balance in your account, we will pass the matter off to a collections agency at your expense.

VII. ADDENDUM

Please find attached any additional addendum that may relate to the specific project. Addendum I: Web for web projects, Addendum II: Print for print work, Addendum III: Video for video projects, Addendum IV: Multimedia for other multimedia projects. All of these Addendum may or may not apply to your specific project and may not have been included in this contract.

VIII. LEGAL STUFF

We can't guarantee that our work will be on-time or error-free and so we can't be liable to you or any third-party for damages, including lost profits, lost savings, or other incidental, consequential or special damages, even if you've advised us of them. Due to the nature of our work, we do not provide refunds, credits, money-back, rebates, cancellation refunds, or any satisfaction guarantees of any kind whether the project performs or fails to perform to your liking or needs. Finally, if any provision of this contract shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this contract and shall not affect the validity and enforceability of any remaining provisions.

IX. PRIVACY

We take your privacy seriously and are always up-front about any usage of customer data. We will never share any assets provided to us for any reason, at any time, except to complete the project or to respond to a mandated court order.

We will store non-sensitive data regarding your project such as contact names, business address, contact numbers, credentials for services related to your project, and aggregate information regarding your products and services with us, for internal-use only by privileged individuals, and only to provide better service to you. We will add you to our promotional newsletter and mailing lists which you can opt-out of at any time.

We do not store or share any sensitive data including credit card numbers, checking account or routing numbers, ssn, pins, or any other sensitive or payment processing information even if it has been provided to us.

Our privacy policy may potentially change, and you are always agreeing to the latest verbose version which can be found on our website.

CONFIDENTIAL DATA / NON-DISCLOSURE

You may need to share confidential data with us to complete the project, and we may have need to share confidential data with you. Both parties agree in such cases to uphold the complete confidentiality of such data whether they are the recipient or the discloser of the confidential data. The discloser agrees to denote with a written mark when data is to be considered confidential and to indicate its specific use as required to complete the project. The recipient agrees to take all necessary steps to protect the confidential data and to limit its use as indicated to complete the project. The recipient agrees that all confidential data shall remain the property of the discloser and that the disclosure of such data does not imply granting or transferring of any rights to the recipient. Upon completion of the project, the confidential data must be returned in full to the discloser or securely terminated immediately.

X. BUT WHERE'S ALL THE HORRIBLE SMALL PRINT?

Just like a parking ticket, you can't transfer this contract to anyone else without our written permission. This contract stays in place and need not be renewed. If for some reason one part of this contract becomes invalid or unenforceable, the remaining parts of it remain in place. Although the language is simple, the intentions are serious and this contract is a legal document under jurisdiction of the fine New York State and United States courts.

THE DOTTED LINE...

As of the date below, both parties have read, understood, and agreed in full to all terms of this contract.

Signed,

YOU (Client) Name (Print): _____

Address: _____, City: _____, State: _____

Signature: _____

US, WE (Starcrest) Name (Print):

Address: _____, City: _____, State: _____

Signature: _____

Everyone should sign above and keep a copy for their records.

Date: _____ **ID Number:** _____ - _____ - _____ - _____