

Client Service Agreement

Clear terms protect both of us. This agreement explains what you can expect from the studio, what the studio needs from you, and how payments, revisions, and ownership work. Please read it before you begin.

Project Summary

Completed automatically for online orders. For offline projects, fill in from the accepted proposal.

Project reference

Client name

Business or organization

Client email

Service or package

Deliverables

Total project fee

Deposit due now

Balance and due date

Due before final file delivery

Included revision rounds

Estimated turnaround

Begins when the deposit and required materials are received

Portfolio permission

☐ Yes, with written permission ☐ No

Terms

About this agreement

This Client Service Agreement (the “Agreement”) is between Kelsey Renee Nicholas, doing business as Kelsey Renée Creative Studios (the “Studio”), and the client named in the Project Summary (the “Client”).

The Agreement has two parts: these terms, and the Project Summary created for your order, which lists your service, deliverables, price, deposit, revision rounds, and estimated timeline. If the two ever conflict, the Project Summary controls for that project. A written proposal or quote accepted by both parties becomes part of the Project Summary.

The Agreement takes effect when the Client accepts it electronically or signs it, and covers the project described in the Project Summary. For monthly retainers, it covers every month the retainer remains active.

1. Scope of services

The Studio will provide the creative, communications, training, or design services described in the Project Summary (the “Services”). The Studio decides how the work is carried out, including tools, methods, and scheduling, while meeting the agreed deliverables and timeline.

Anything not listed in the Project Summary is outside the scope of this project. Examples include printing, shipping, website development, translation, professional photography, paid advertising, legal or regulatory review, and ongoing maintenance, unless they are specifically listed.

2. Deliverables and package inclusions

Deliverables are the specific items listed in the Project Summary, such as a newsletter, a presentation, social media graphics, or a training module, along with their quantities, page or slide counts, and file formats.

Signature packages include exactly the items listed for that package on the Studio's website at the time of purchase, as shown in the Project Summary. Package items may not be exchanged for other services unless the Studio agrees in writing, and unused package items do not carry over to future projects.

Monthly retainers include the production hours and items listed for the retainer level. All work counts toward the monthly hours. Unused hours do not roll over to the next month, and additional hours are billed at the hourly rate in Section 5.

3. Project timeline

Turnaround times are estimates given in business days (Monday through Friday, excluding major US holidays). The timeline begins when the Studio has received both the deposit and the required project materials listed in the onboarding form.

Client review periods are not counted toward the Studio's turnaround. Delays in feedback, content, or approvals extend the timeline by at least the same amount and may move the project to the next available opening in the Studio's schedule.

Rush delivery is available only by agreement and is subject to the rush fees on the Studio's published price list: +30% for delivery within 3 business days and +50% for delivery within 24 hours.

4. Fees and payment terms

The total project fee is shown in the Project Summary. All prices are in US dollars.

- **Projects:** a 50% deposit is due before work begins. The remaining 50% is due before final files are delivered, unless the Project Summary sets out milestone payments for a larger project.
- **Monthly retainers:** billed monthly in advance and renew automatically each month until cancelled under Section 6.
- **Minimum project fee:** \$100.
- **How to pay:** payments are processed securely by Stripe. The Studio never sees or stores full card or bank account numbers.

Late payments. If a balance is more than 14 days past due, the Studio may pause all work and hold final files until the balance is paid, and may add a one-time late fee of \$25.

Taxes. Prices do not include sales or other taxes. If tax applies to a service or deliverable, it will be shown separately on the invoice.

5. Revisions

Each project includes the number of revision rounds shown in the Project Summary. Unless stated otherwise, that is two rounds; the Essentials Package includes one round per asset.

A revision round is one consolidated set of feedback on a draft, sent together, ideally by one point of contact. Feedback sent in several separate messages about the same draft may count as more than one round.

Revisions beyond the included rounds, and changes requested after a deliverable is approved, are billed at \$65 per hour with a \$35 minimum. The Studio will tell the Client before additional revision charges begin.

6. Refunds and cancellation

Cancellation by the Client before work begins. If the Client cancels within 7 days of paying the deposit and the Studio has not started work, the deposit is refunded in full.

Cancellation after work begins. Once the Studio has started work, the deposit is non-refundable. If more than half of the project's work has been completed when the Client cancels, the Client also pays \$65 per hour for the hours worked beyond the halfway point. The Studio will

give the Client a written summary of the hours worked. “Half of the project’s work” is measured against the deliverables and estimated hours in the Project Summary.

Monthly retainers. The Client may cancel at any time, effective at the end of the current paid month. Months already paid are not refunded, and unused hours do not carry over.

Cancellation by the Studio. If the Studio must cancel a project for reasons other than the Client’s breach, the Studio will deliver any completed work and refund any amount paid for work not yet performed.

Refunds are returned to the original payment method.

7. Scope changes

A scope change is any request that adds to, removes from, or significantly changes the deliverables, such as additional pages or slides, a new format, a full redesign after approval, or a new direction after a concept is approved.

The Studio will send a written estimate of any added cost and time before doing out-of-scope work. Changes take effect once the Client approves them in writing; a reply by email is enough. Major changes may require a new quote and timeline.

8. Client responsibilities

- Provide the content, materials, and information listed in the onboarding form, complete and on time.
- Make sure all text, data, images, logos, and other materials the Client provides are accurate and that the Client has the right to use them.
- Name one main point of contact who can give feedback and approvals.
- Review drafts and respond within 5 business days, unless another schedule is agreed.
- Proofread and approve final content, and confirm that it meets any legal, regulatory, compliance, or industry requirements that apply to the Client’s organization.

9. Delayed responses and project abandonment

If the Studio has not received a needed response, material, or payment for 30 days, the Studio may pause the project after notifying the Client by email. A paused project restarts when the Studio’s schedule allows, and the timeline will be adjusted.

If there is still no response 60 days after the last contact, the project is considered abandoned and is closed. A closed project is treated as a cancellation by the Client under Section 6. Reopening a closed project depends on the Studio’s availability and may require a new timeline.

10. Ownership of work (intellectual property)

After payment in full, the Client owns the final deliverables, including the editable final files the Studio delivers, and may use, edit, and adapt them freely.

Before payment in full, all work remains the Studio's property, and the Client may not use drafts or deliverables publicly.

The Studio keeps ownership of drafts, unused concepts, working files that are not delivered, and its own pre-existing tools, templates, methods, and know-how. Where any of these are built into a final deliverable, the Client receives a permanent, non-exclusive right to use them as part of that deliverable.

The Client keeps ownership of everything it provides, such as its logos, content, and data. The Client gives the Studio permission to use those materials only to complete the project.

The Studio keeps copies of final files and drafts for its business records.

11. Portfolio use

The Studio will display the Client's project in its portfolio, website, or marketing **only with the Client's written permission**. Permission may be given or declined during onboarding or later by email, and may be withdrawn for future use at any time. The Studio will never publish confidential information, and may remove identifying details on request.

12. Confidentiality

Each party will keep the other's non-public business information confidential, use it only for the project, and share it only with people who need it for the project and who will also keep it confidential. This does not apply to information that is already public, was already known, is independently developed, or must be disclosed by law.

This obligation continues after the project ends.

13. Third-party assets and licensing

Some deliverables may include third-party assets such as fonts, stock photos, icons, illustrations, music, or templates. The Studio will use free assets licensed for commercial use, or will get the Client's approval before buying premium assets. The cost of premium assets is the Client's responsibility unless the Project Summary says otherwise.

Third-party assets are licensed under the provider's own terms, not owned outright. The Studio will tell the Client about any license that affects how a deliverable can be used. Software the Client needs to open or edit files, such as Microsoft PowerPoint or Adobe products, is the Client's responsibility.

14. Final file delivery and retention

Final files are delivered after payment in full, by secure download link or through the client portal, in the formats listed in the Project Summary. The Client should download and back up its files promptly.

The Studio keeps project files and onboarding information for 1 year after the project is completed, then may permanently delete them. Re-delivering files after that cannot be guaranteed.

15. Accessibility

When the Client requests accessibility features, such as alt text, readable color contrast, accessible document structure, or captions, the Studio will apply recognized best practices. Unless the Project Summary specifically includes a formal accessibility audit or certification, the Studio does not guarantee that deliverables conform to any particular accessibility standard.

16. Independent contractor

The Studio is an independent business, not the Client's employee, partner, or agent. The Studio is responsible for its own taxes, tools, and insurance.

17. Warranties and limitation of liability

The Studio will perform the Services professionally and with reasonable skill and care. The Studio does not guarantee specific business results, such as engagement, sales, training outcomes, or approvals by third parties.

To the fullest extent allowed by law, the Studio's total liability for any claim related to this Agreement is limited to the fees the Client actually paid for the project involved. Neither party is liable for indirect, incidental, or consequential damages, such as lost profits.

The Client is responsible for, and will cover the Studio's reasonable costs arising from, any claim that materials the Client provided infringe someone else's rights or violate the law.

18. Termination

Either party may end this Agreement by written notice if the other party seriously breaches it and does not fix the problem within 10 days of being notified. The Client may also cancel at any time under Section 6.

When the Agreement ends, the Client pays for work performed as described in Section 6, and the Studio delivers any completed work that has been paid for. Sections 4, 6, 10, 12, 14, 17, 19, and 21 continue to apply after the Agreement ends.

19. Dispute resolution

If a disagreement comes up, both parties will first try in good faith to resolve it by talking directly for at least 30 days. If that does not work, either party may propose mediation in Mecklenburg County, North Carolina, with the cost of the mediator shared equally, before starting a lawsuit. Either party may still use small claims court for claims within its limits.

This Agreement is governed by the laws of the State of North Carolina. Any lawsuit will be brought in the state courts located in Mecklenburg County, North Carolina.

20. Events beyond control

Neither party is responsible for delays caused by events outside its reasonable control, such as severe weather, illness, internet or utility outages, or natural disasters. The affected party will notify the other promptly, and the timeline will be adjusted.

21. Electronic signature and acceptance

The parties agree to sign this Agreement electronically. The Client accepts it by typing their full name and checking the acceptance box during online onboarding, or by signing a copy. Electronic acceptance has the same effect as a handwritten signature, consistent with the North Carolina Uniform Electronic Transactions Act.

For each order, the Studio keeps a record of the Agreement version, a digital fingerprint of the exact text accepted, the Client's typed name and email address, and the date, time, and IP address of acceptance. The Client receives a copy by email and in the client portal.

22. General terms

- This Agreement, including the Project Summary, is the entire agreement for the project and replaces any earlier discussions about it.
- Changes must be in writing and agreed by both parties; email is enough.
- Notices may be sent by email: to the Studio at hello@kelseyreneecreative.com, and to the Client at the email address in the Project Summary.
- If any part of this Agreement is found unenforceable, the rest remains in effect.
- Neither party may transfer this Agreement without the other's written consent.

Client signature & printed name

Kelsey Renee Nicholas, Kelsey Renée Creative Studios

Date

Date

Version 1.0 · Document fingerprint (SHA-256): e2537a9ef73b6b84... Online acceptance records the full fingerprint, the date and time, and the IP address.