

OUT OF THE BOX



SCRAPBOOKING

Customer Agreement

Read the following carefully. By signing below, you indicate your acceptance, understanding, and willingness to abide by the provisions contained herein. Please print, sign, and submit this document with your photographs.

Customer Name: _____ Phone Number: _____
Mailing Address: _____ Email: _____

1. *Out of the Box Scrapbooking* commits that all items to be included in the scrapbook album (i.e. pens, paper, stickers, adhesive, etc.) are to be from a reputable company whose products are photo-safe. Any unforeseeable damage to the scrapbook album, resulting from use of these products, is not the liability of *Out of the Box Scrapbooking*.
2. If customer photos are damaged or destroyed for any reason while in the care of *Out of the Box Scrapbooking*, *Out of the Box Scrapbooking* agrees to pay for the cost of reprinting all the photographs from customer-supplied negatives. In the case that irreplaceable photographs or memorabilia become damaged or destroyed, the customer agrees not to hold *Out of the Box Scrapbooking* liable.
3. The customer may cancel an order at anytime, but he/she is liable for the cost of each page that has already been created, billable at the currently published rate. *Out of the Box Scrapbooking* will return the original deposit fee, less the costs of work already completed and return shipping fees. If the amount due is more than the initial deposit, items will be withheld until payment for remaining balance is received.
4. All photographs are subject to cropping and alteration unless the customer provided explicit instructions otherwise in advance.
5. When the scrapbook project is complete, *Out of the Box Scrapbooking* will return to the customer: 1) the completed scrapbook album, and 2) all photographs and memorabilia that were provided but not used in the final project. In most cases, *Out of the Box Scrapbooking* requires "signed proof of delivery", but this option can be waived at customer discretion. Insurance for the shipment is also strongly recommended and available upon request. The customer agrees to pay all shipping and insurance charges. The shipping agent, not *Out of the Box Scrapbooking* will be held liable in the event any materials are lost, damaged, or stolen during shipment.
6. The final bill will include: the cost of the completed project (less the deposit fee), shipping fees, and all applicable state and local taxes. The completed project will not be returned to the customer until after full payment has been received by *Out of the Box Scrapbooking*.
7. *Out of the Box Scrapbooking* will make every attempt to ensure satisfaction throughout the creative process. In the event the customer is not satisfied, *Out of the Box Scrapbooking* agrees to redo a total of two complete pages and/or make adjustments on up to four pages. After receiving the completed project, the customer has seven days in which to request changes be made. The customer will pay all return shipping costs. *Out of the Box Scrapbooking* does not offer a monetary refund of money for a completed project or services rendered.

Please read and initial the following as appropriate.

- _____ 1. I understand that *Out of the Box Scrapbooking* will obtain my permission if it becomes necessary for the project cost to exceed the agreed upon amount before any additional work is performed to result in additional charges. In this case, verbal authorization is sufficient approval for work to continue.
- _____ 2. I understand that I may reproduce copies of project/page layouts for my own personal use. I may also post my project/page layouts on my own personal, not-for-profit website. I may not sell, advertise, reproduce for commercial or financial gain, nor can I represent the project, designs, or page layouts as my own creation. All designs and creations by *Out of the Box Scrapbooking* are copyright owned exclusively by *Out of the Box Scrapbooking*.
- _____ 3. *Out of the Box Scrapbooking* will be digitally scanning and/or taking digital pictures of this album project for our own records.
- _____ 4. I authorize *Out of the Box Scrapbooking* to use digital images, copies, or graphical representations of this album, which includes my photos on the page layouts, for the purpose of advertisement, internet website, publicity, or promotion of *Out of the Box Scrapbooking*. My photos WILL NOT be used, sold, or lent for any other purpose than the above-mentioned advertising and promotion. The photos must and will only be shown as a part of a scrapbook layout design. I understand that I forfeit any and all legal recourse and forfeit any and all financial remuneration (income, payment, or royalties). The images/layouts may be used multiple times, and I only need to initial and sign this single release and authorization of use.

Customer Signature: _____ Date: _____