



Service Agreement Contract

This agreement is made as of {{ curDate | mediumDate}} between

{{client.name}}
{{client.company.name}}
(hereinafter "Client")

and

{{user.name}}
{{brand.name}}
{{brand.address | address}}
(hereinafter "Business Owner")

Credit Card Authorization

By signing this contract, I, "{{client.name}}", permit Melanin Marketing LLC to debit your account for the amount indicated on or after the indicated date. This is permission for a single transaction only and does not provide authorization for any additional unrelated debits or credits to your account.

I, "{{client.name}}", authorize Melanin Marketing LLC to charge my credit/debit card or bank account indicated below for {{job.invoice | total}} on {{paymentSchedule | paymentScheduleFilter}} for the following services: {{job.invoice | invoiceItemNamesDesc}}

I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify the merchants in writing of any changes in my account information or termination of this authorization at least 15 days before the next billing/payment arrangement date if applicable. If the above-noted payment dates fall on a weekend or holiday, I understand the payments may be executed on the next business day. For ACH debit to my checking/savings account, I understand that because these are electronic transactions, these funds may be withdrawn from my account as soon as the above-noted periodic transaction dates. In the case of an ACH Transaction being rejected for Non-Sufficient Funds (NSF), I understand that the merchant may, at its discretion, attempt to process the charge again within 30 days and agree to an additional \$ charge for each attempt returned NSF, which will be initiated as a separate transaction from the authorized recurring payment. I acknowledge that the origination of ACH transactions to my account must comply with U.S. law's provisions. I certify that I am an authorized user of this credit card/bank account and will not dispute these scheduled transactions with my bank as long as the transactions correspond to the terms indicated in this authorization form.

Payment Policy

Melanin Marketing LLC will invoice {{client.name}} the total amount of {{job.invoice | total}} immediately for the following booked items:

{{client.name}} agrees to pay for the following service(s):

{{job.invoice.items | packageItems:true}}

Total: {{job.invoice | total}}

{{paymentSchedule | paymentScheduleFilter}}

Unless otherwise noted in the Payment schedule, {{client.name}} agrees to pay a 100% of invoice(s) **before** any services are rendered. Unpaid or overdue invoices may result in the suspension or termination of the Project.

All unpaid invoices are canceled within 14 days unless otherwise discussed and provided any extension by Melanin Marketing LLC.

All credits/free offers/revisions will expire after 14 days of no response.

{{client.name}} will be assumed to have accepted the Goods & Services unconditionally unless a claim that the Good(s) & Service(s) are defective is made within 24-48 hours from the date of delivery of goods or services via email.

Refund Policy

If a project is canceled by {{client.name}}, for whatever reason, once the project has started, the initial deposit is forfeited and acts as a cancellation fee. No refunds are issued after labor has been placed into the project unless authorized by Melanin Marketing LLC.

If you have purchased one of our Website Design & Development packages, there are no refunds on Domain Purchases, as well as any 12-month hosting that is purchased when a domain name is purchased.

Without watermarking, no final artwork or files will be delivered until {{job.invoice | total}} is paid in full, and the final design is approved by {{client.name}}. Draft files (revision files, unselected logo proofs, premium paid fonts and themes, .PSDS,) remain the property of Melanin Marketing LLC.

Logo Files are only sent once the project has been fully completed, in the formats of 1 each: .JPG, .PNG, .PDF, .EPS, and/or .PSD/.AI format.

All unpaid invoices are canceled within 14 Business Days unless otherwise discussed and provided any extension by Melanin Marketing LLC.

All credits/free offers/revisions will expire after 14 days of no response.

Again, all project deposits are non-refundable once the project and labor have begun & our Service Agreement Contract serves as your contract. Once your invoice is paid, you agree to all of the terms of service listed here, which was emailed.

Late Fees for Payment Arrangements

{{client.name}} agrees to pay for the following service(s) and payment arrangement:

{{job.invoice.items | packageItems:true}}

Total: {{job.invoice | total}}

{{paymentSchedule | paymentScheduleFilter}}

{{client.name}} hereby agrees to compensate for the services rendered according to the payment arrangement agreed upon with Melanin Marketing before starting their project. The client is expected to adhere to the agreed-upon payment schedule without delay. In the event that any payment arrangements are left unpaid, a \$100 late fee will apply after a grace period of three days unless Melanin Marketing has been notified of any payment extensions and has approved them. Before resuming the project, the client must settle both the late fee and the outstanding payment arrangement. Failure to pay within 14 days will result in the project being marked complete, which will be referred to as an "Abandoned Payment".

Client Response Time

{{client.name}} must provide all information requested for the project in a timely manner. If there is a delay on your behalf, the completion date of your project will then change. All project forms should be completed within 7 business days.

If {{client.name}} fails to respond for whatever reason, we will mark the project complete again, forfeiting the initial deposit and labeling the project "Abandoned."

This falls under our "Disappearing Act" policy.

- After 7 days of no communication, there will be a \$300 restart fee.
- After 14 days, your project (deals, credits, and/or free offers) is forfeited, and no refund shall be issued. Your entire project will be marked as canceled, and any design or coding will be removed from the server.

Whenever your project comes to this extreme decision, our company will no longer do business with your brand.

We know certain information takes time to acquire to email us & we also know life happens, which we respect and will place your project to start later than scheduled if communicated. All we ask is to be courteous & keep in contact, and reiterate that you need more time to gather information for the project and/or to submit changes during the revision stage.

In good effort, our team will ONLY send 1 "courtesy check-in" (dated email) if we have not heard from you within 3 days of the initial invoice.

For ALL projects, all material, products, and other information that was requested in your client brief must be submitted before the project is completed. If the requested information is not submitted once completed, You, {{client.name}} are responsible for uploading any remaining information and/or products.

Revisions

{{client.firstName}} will have 3 revisions on the (1) selected design unless noted in the {{client.firstName}} 's invoice.

Revisions can take up to 3-5 business days or more, depending on the depth of the revision. **Once you have submitted all of your revisions in your design form(s) and the final file(s) for your project are emailed or made live/published, the remaining revisions that you did not use expire immediately.**

Please do not share or alter your design concepts until the final edits are approved and completed. Each revision following the given amount listed on your invoice will incur an additional fee of \$125 an hour, for which you will be invoiced and must be paid before the final un-watermarked design is sent. If no revisions are made, the (1) selected design will be sent without watermarks, and the service for the project will be closed and marked completed.

SEO Optimization Service Term

If {{client.firstName}} has purchased Search Engine Optimization services, then {{client.firstName}} acknowledges that effective SEO (Search Engine Optimization) requires a minimum service period to yield measurable results. As such, {{client.firstName}} agrees to a minimum commitment of three (3) months for SEO optimization services. During this period, the Provider will implement and manage SEO strategies as outlined in the service agreement. The Client understands that early termination of this service before the completion of the three-month period may result in suboptimal outcomes and the forfeiture of any potential improvements in search engine rankings.

Upon completion of the initial three-month period, the Client may choose to continue the SEO services on a month-to-month basis or terminate the service with a 30-day written notice.

Termination Of Contract

In the event that {{client.name}} chooses to terminate this contract before the completion of the project, {{client.firstName}} shall forfeit their initial investment as outlined in the initial agreement. The initial investment is non-refundable and compensates for the time and resources allocated to the project.

This Service Agreement Contract is legally binding and enforceable in a court of law. Both the client {{client.name}} and the Designer {{brand.name}} acknowledge and agree to abide by the terms laid out in this contract upon signing the service agreement.

By signing below, the Client {{client.name}} acknowledges their understanding and acceptance of the Termination of Contract clause outlined above.

Client:

I agree to the terms and conditions of this contract. *

First name

Last name

Signature

Sign here

The date will be recorded once the form is submitted.

Business Owner:

The field is for you to countersign

Don't worry, your clients won't see this.

I agree to the terms and conditions of this contract. *

First name

Last name

Signature

Sign here

The date will be recorded once the form is submitted.