

CREATIVE SERVICE AGREEMENT



LET US BE YOUR GUIDE



AN INTRODUCTION

Dear new or returning Ape Forge client,

Thank you for considering Ape Forge for your creative needs. We are excited to embark on this journey with you, providing creative solutions to help your business grow. This letter serves as an introduction to our Creative Services Agreement and outlines the services we offer, the importance of distinguishing between subjective and objective components in creative work, and the steps we have taken to ensure a smooth and transparent creative process.

Ape Forge specializes in providing a wide range of creative services tailored to meet the unique needs of our clients. Our offerings include, but are not limited to: Brand Design, Graphic Design, Web & eCommerce, App Design & Development, Social Media Marketing & Advertising, Content Creation, Copywriting, Photography, Video production, and Printing Solutions.

SUBJECTIVE VS. OBJECTIVE COMPONENTS

In the realm of creative services, it is crucial to recognize the distinction between subjective and objective components:

- **Objective Components:** These include measurable deliverables such as timelines, budgets, project milestones, and specific technical requirements. Objective components are straightforward and can be quantified and assessed based on predefined criteria.
- **Subjective Components:** These encompass elements such as design aesthetics, creative vision, and personal preferences, which are inherently open to interpretation and vary from one individual to another.

At Ape Forge, we understand the importance of balancing these components to meet your expectations. We take pride in our ability to translate your vision into tangible outcomes while ensuring that the subjective elements align with your brand's identity and goals.

GUIDING YOU THROUGH THE CREATIVE PROCESS

To ensure a seamless and transparent creative process, Ape Forge has implemented several key practices:

- **Clear Communication:** We maintain open lines of communication with our clients through regular updates and progress reports. Our project management system allows you to track the status of your project in real-time, ensuring that you are always informed.
- **Defined Scope of Work:** Before commencing any project, we provide a detailed Scope of Work document outlining the services to be delivered, timelines, and associated costs. This document serves as a reference point for both parties and helps manage expectations.
- **Approval Processes:** We establish clear approval processes for each phase of the project, ensuring that you have the opportunity to review and provide feedback at key stages. This collaborative approach helps to align our creative efforts with your vision.
- **Flexibility and Adaptability:** We recognize that changes and adjustments may be necessary as the project progresses. Our flexible service agreement allows for change orders and revisions, accommodating your evolving needs while maintaining clarity on any additional costs and timelines.
- **Transparency in Billing:** Our payment terms are clearly outlined in the agreement, and we provide itemized invoices detailing the services rendered. This transparency helps to build trust and ensures that there are no surprises when it comes to costs.

UNDERSTANDING DELAYS AND CLEAR COMMUNICATION

We understand that delays can occur due to various reasons, including unforeseen challenges or changes in project requirements. Our agreement includes provisions for handling such delays, ensuring that both parties are aware of the impact on timelines and are able to plan accordingly. By maintaining clear and consistent communication, we aim to mitigate the effects of delays and keep the project on track.

CREATIVE SERVICES AGREEMENT

The result of our comprehensive approach is a flexible service agreement that protects the interests of both Ape Forge and our clients. Our goal is to deliver exceptional creative services that meet your expectations and contribute to the success of your business. We look forward to working with you and bringing your vision to life.

Please review the attached Creative Services Agreement for more detailed information on the terms and conditions of our partnership. Should you have any questions or require further clarification, do not hesitate to contact us.

Thank you for choosing Ape Forge LLC. We are excited to begin this creative journey with you!

Sincerely,
The Ape Forge Team

Acknowledgment

Please initial this section if you have reviewed the Introduction section of the Creative Services Agreement and understand the information presented.

Client Initials:

CREATIVE SERVICE AGREEMENT

This Creative Services Agreement (the "Agreement") is entered into by and between the client ("Client") and Ape Forge LLC, a Montana limited liability company with its principal place of business at 111 N Higgins Ave, Suite 204.6 F, Missoula, Montana 59802 ("Company").

This Agreement becomes effective on the date of acceptance by both parties, whether by signature, written confirmation, or commencement of services, and will remain in effect until the services are completed or the Agreement is otherwise terminated as outlined herein.

PURPOSE & SCOPE OF WORK

Purpose: This Agreement outlines the terms and conditions under which Company will provide creative services to Client.

Scope of Work: Company agrees to provide the services described in the available invoice or **Scope Of Work** document. Any additional services requested by Client will be subject to a separate agreement or a written Change Order to this Agreement.

COMPENSATION

Fees: Client agrees to pay Company the fees set forth in the agreed invoice provided by Ape Forge LLC if its necessary or available. All payments are due by the date on the invoice unless otherwise agreed upon in writing.

Expenses: Client shall reimburse Company for all pre-approved, reasonable out-of-pocket expenses incurred in connection with the performance of the Services.

Payment Arrangements: For projects under \$5,000, payment is due in full before work begins. Projects over \$5,000 may qualify for milestone-based payment arrangements.

PAYMENT TERMS

Invoice Schedule: Company will invoice Client according to the schedule outlined in the Scope Of Work

Late Payment: A late payment fee of 1.5% per month will be applied to all overdue amounts.

INTELLECTUAL PROPERTY

Ownership: Upon full payment of all Fees and expenses due, Client shall own all deliverables provided under this Agreement. Company retains ownership of all pre-existing intellectual property, tools, and methodologies used in the creation of the deliverables.

License: Company grants Client a non-exclusive, non-transferable license to use Company's pre-existing intellectual property solely for the purpose of using the deliverables

LIMITATION OF LIABILITY

Limitation: Company's liability to Client for any claim arising out of or relating to this Agreement will be limited to the amount of Fees paid by Client to Company in the twelve (12) months preceding the claim.

No Consequential Damages: In no event will either party be liable to the other for any indirect, incidental, special, or consequential damages.

GENERAL PROVISIONS

Entire Agreement: This Agreement, including all exhibits, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings.

Amendments: Any amendments to this Agreement must be in writing and signed by both parties.

Severability: If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

CONFIDENTIALITY

Confidential Information & Non-Disclosure: Neither party will disclose the other's confidential information to any third party without the other's prior written consent. Both parties agree to keep all information confidential that is designated as confidential or that should reasonably be understood to be confidential.

COMMUNICATION & DELAYS

Client agrees to maintain clear and timely communication throughout the duration of the project. Ape Forge will make reasonable efforts to respond to messages and requests within 1-2 business days to ensure project momentum.

If the Client becomes unresponsive or fails to provide necessary feedback, approvals, or materials for 10 business days or more, the project may be considered delayed. In such cases, Ape Forge reserves the right to:

- Pause the project until communication resumes,
- Reschedule timelines based on current availability, and/or
- Apply additional fees for restarting or rescoping work due to extended delays at a rate of \$85 per hour

DISPUTE RESOLUTION

Negotiation: In the event of a dispute, the parties agree to first attempt to negotiate in good faith to resolve the dispute.

Mediation/Arbitration: If negotiation fails, the parties agree to resolve the dispute through mediation or binding arbitration at clients expense.

Governing Law: This Agreement will be governed by and construed in accordance with the laws of the State of Montana.

COMPLETED CONTRACT

This Agreement, including all exhibits, represents the entire understanding between the parties regarding the Services and supersedes all prior agreements, whether written or oral. Any amendments or modifications to this Agreement must be made in writing and signed by both parties. The terms outlined herein are binding and enforceable upon signature by both parties.

By signing this Agreement, both parties acknowledge that they have read, understood, and agreed to all terms and conditions stated within, including any exhibits or attachments. This Agreement shall become effective as of the date last signed below.

Client Signature

Client Signature:

Printed Name:

Date:

Company Representative

Client Signature:

Printed Name:

Matthew Sanchez

Date:

TERMINATION

Termination for Convenience: Either party may terminate this Agreement for any reason upon thirty (30) days written notice to the other party. Termination for convenience is subject to the standard refund policy outlined in this Agreement.

Termination for Cause: Either party may terminate this Agreement immediately upon written notice if the other party breaches any material term of this Agreement and fails to cure such breach within fifteen (15) days after receiving written notice of the breach. Termination for cause is subject to the standard refund policy outlines in this agreement.

Right to Cancel by Company: Ape Forge reserves the right to cancel the project at any time with reasonable notice to the Client, including but not limited to reasons such as persistent communication issues, creative misalignment, force majeure events (e.g., severe weather, economic or political disruption, acts of war, or other unforeseeable circumstances). In such cases, Ape Forge will deliver all completed work up to the date of cancellation, and full rights and ownership of that work will transfer to the Client unless otherwise agreed in writing.

Effect of Termination: Upon any termination, the Client shall pay the Company for all Services performed up to the date of termination and any non-refundable costs or commitments incurred by the Company.

REFUND POLICY

Three-Day Right to Refund: The Client has the right to request a refund within three (3) days of signing this Agreement (the "Refund Period"). If the Client decides to cancel the project within this period, the Company will refund any payments made, less the hourly rate of \$150 per hour for any work completed during the Refund Period. The refund request must be made in writing (physical or digital formats) and received by the Company within the Refund Period.

No Refunds After Refund Period: After the initial three-day Refund Period has elapsed, no refunds will be rendered under any circumstances. Due to the nature of the services being rendered, this includes but is not limited to; dissatisfaction with the Services, project delays, or changes in the Client's business needs.

Effect of Termination on Refunds: In the event of termination of this Agreement by either party after the Refund Period, the Client remains responsible for payment for all Services rendered up to the date of termination, as specified in the Termination section of this Agreement.