



High St. Graphics
114 High St.
Middletown, CT 06457
Phone: 860-352-9178
Email: info@highstgraphics.com
Website: www.highstgraphics.com

High St. Graphics LLC Service Contract ("Service Contract")

Date: _____

Contact Person(s): _____

Day Phone: _____

Alternate Phone: _____

THE "CLIENT" (Please print full name)

Name:

Mailing/Notice Address:

Email/Notice Address:

THE "SERVICES"

Name of "Project":

Project Type/Deliverables:

Project Coordinator: _____ Phone #: _____

Package Type:

Production Location(s) and Date(s)/Time(s) and Back Up Date(s)/Times(s)

Additional Project Specifications: _____

PRICING

Package Price: \$ _____

[ANY ADDITIONAL TAXES OR FEES]: \$ _____

Deposit: \$ _____ (Date Due or Date Received: _____)

Balance Due: \$ _____ (Date Due: _____)

It is further agreed that the remaining balance due will be paid in full within 1 week of receipt of services fulfilled. If balance is not paid as specified, the Client will be in default of this agreement and will be subject to a late/default charge of \$35 per week.

The Client agrees that High St. Graphics, LLC's General Terms and Conditions For Services, attached hereto are incorporated herein and made a part hereof The Client agrees that High St. Graphics Deliverables, as defined in the General Terms and Conditions, are meant for private viewing, not public, and that duplication of High St. Graphics Deliverables are not permitted without written consent.

[Client Name]

By: _____

Date: _____

HIGH ST GRAPHICS, LLC

By: _____

Mail/Notice Address: 114 High St., Middletown, Ct. 06457

Email/Notice address: info@highstgraphics.com

Date: _____



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GENERAL TERMS AND CONDITIONS FOR SERVICES

1. Applicability.

(a) These General Terms and Conditions (“Terms”) are attached to and a part of the accompanying Services Contract (the "Service Contract"), which together with these Terms comprise the agreement (collectively, this "**Agreement**") between High St. Graphics, LLC (“High St. Graphics”) and the Client. This Agreement supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between these Terms and the Service Contract, these Terms shall govern. Capitalized terms used in these Terms but defined in the Service Contract have the meaning given them in the Service Contract.

(b) These Terms prevail over any of Client's general terms and conditions regardless whether or when Client has submitted its request for proposal, order, or such terms. Provision of services to Client does not constitute acceptance of any of Client's terms and conditions and does not serve to modify or amend these Terms.

2. Services. High St. Graphics shall provide the services to Client as described in the Service Contract (the "**Services**") in accordance with these Terms.

3. Performance Dates. High St. Graphics shall use reasonable efforts to meet any performance dates specified in the Service Contract, and any such dates shall be estimates only.

4. Creative Decision-Making. The parties hereto agree that the Services to be provided are creative and artistic in nature. Creative decision-making, including but not limited to shooting and editing style, graphics selection and music selection, are at the discretion of the High St. Graphics. Musical suggestions are welcome, although High St. Graphics is under no obligations to use or incorporate any such suggestions by the Client.

5. Client's Obligations. Client shall:

(a) cooperate with High St. Graphics in all matters relating to the Services and provide such access to such facilities as may reasonably be requested by High St. Graphics, for the purposes of performing the Services;

(b) respond promptly to any High St. Graphics request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for High St. Graphics to perform Services in accordance with the requirements of this Agreement; and

(c) provide such Client materials or information as High St. Graphics may reasonably request to carry out the Services in a timely manner and ensure that such Client materials or information are complete and accurate in all material respects.

6. Client's Acts or Omissions. If High St. Graphics' performance of its obligations under this Agreement is prevented or delayed by any act or omission of Client or its agents, subcontractors, consultants or employees, High St. Graphics shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Client, in each case, to the extent arising directly or indirectly from such prevention or delay.

7. Change Orders.

(a) High St. Graphics agrees to perform, as part of the Services agreed upon in the Contract for Service, two (2) rounds of revisions or alterations to the Deliverables, as defined in Section 10. In the event Client requires subsequent revisions of any kind, the Client agrees to pay High St. Graphics for the additional time required to make such subsequent revisions at an hourly rate of ONE HUNDRED FIFTY AND 00/100 DOLLARS (\$150.00), with a minimum charge of one (1) hour.

(b) If either party wishes to change the scope or performance of the Services, including but not limited to additional revisions in accordance with **Section 7(a)**, it shall submit details of the requested change to the other party in writing. High St. Graphics shall, within a reasonable time after such request, provide a written estimate to Client of:

(i) the likely time required to implement the change;

(ii) any necessary variations to the fees and other charges for the Services arising from the change;

(iii) the likely effect of the change on the Services; and

(iv) any other impact the change might have on the performance of this Agreement.

(c) Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing on the terms of such change (a "**Change Order**"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing in accordance with **Section 288**.

8. Cancellations.

(a) Cancellation requests must be submitted in writing and will only be accepted from the Client listed in the Service Contract. Cancellation of an entire project is subject to a cancellation fee of \$350. In the event of such cancellation, any deposits and any pre-payments made by the Client will not be refunded but will be applied toward the Client's cancellation fee.

(b) The Client agrees to pay any cancellation fee within five (5) days of a written cancellation request. If the Client fails to pay the cancellation fee in full in accordance with this Section, a monthly finance charge of 2.5% of the unpaid balance will be assessed and added to the Client's unpaid balance until such balance is paid in full.

(c) Any partial cancellation effecting Services to be provide on-location is subject to a cancellation fee of \$350.

9. Fees and Expenses; Payment Terms; Interest on Late Payments.

(a) In consideration of the provision of the Services by High St. Graphics and the rights granted to Client under this Agreement, Client shall pay the fees set forth in the Service Contract, including but not limited to payment in advance of any Services of a deposit of 50% of the total fees for Services which shall be due and payable at the time the Service Contract is signed. Any deposit is non-refundable unless otherwise so stated within these Terms, as High St. Graphics must reserve the time agreed upon with Client and will not make another reservation for the specific timeframe.

(b) Client shall make all payments hereunder in US dollars by check, money order, Visa, MasterCard, Discover, American Express and/or Paypal, and can be made via online invoice once a Service Contract is properly submitted.

(i) The Client authorizes check payments to be converted to an electronic funds transfer ("EFT"). In the event of an unsuccessful EFT, or in the event payment is declined for any reason whatsoever, the Client will be charged an additional fee of \$30.00 or such lesser amount as may be permitted by law.

(c) Client shall pay any balance amounts due to High St. Graphics within one (1) week of completion of services by High St. Graphics.

(d) In the event payments are not received by High St. Graphics within one (1) week after becoming due, High St. Graphics may:

(i) charge a late fee of THIRTY FIVE AND 00/100 DOLLARS (\$35.00) per week or, if lower, the maximum amount permitted under applicable law, from the date such payment was due until the date paid; and

(ii) suspend performance for all Services until payment has been made in full.

(e) Invoices are to be supplied by the High St. Graphics upon the execution of a Service Contract. For requests for additional invoice copies, the Client should contact High St. Graphics in writing at the email or mailing addresses set forth in the Service Contract.

10. Taxes. Client shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Client hereunder.

11. Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product and other materials that are delivered to Client under this Agreement or prepared by or on behalf of High St. Graphics in the course of performing the Services, including any items identified as such in the Service Contract (collectively, the "**Deliverables**") shall be owned by High St. Graphics. High St. Graphics hereby grants Client a license to use all Intellectual Property Rights free of additional charge and on a non-exclusive, worldwide, non-transferable, non-assignable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Client to make use of the Deliverables and the Services for private, non-commercial viewing. Client agrees not to duplicate any of the Deliverables without prior written consent of High St. Graphics.

12. Locations.

(a) The parties hereto acknowledge that certain of the Services to be provided may be provided on-location at various Location Sites. The Client understands and acknowledges that High St. Graphics's performance under the Service Contract may be limited by the owners each Location Site, and their agents and/or employees. Prior to the performance of any Services on-location at a Location Site, the Client shall negotiate and obtain a release from said Location Site. The negotiation of said release is the responsibility of the Client. The Client can access a sample Location Release at the following website: <http://highstgraphics.com/legal/locationrelease>.

(b) The cancellation fee terms described in Section 8 herein shall apply in the event that an attempt to provide Services at a Location Site is completely or partially canceled due to any “no photography policy” or any other policies or circumstances with respect to the Location Site which limits or otherwise impairs High St. Graphics’s ability to perform the Services. In the alternative, if the parties can promptly agree to move to an alternative Location Site, the High St. Graphics may at sole discretion assess an additional travel fee and revised the schedule of the provision of Services accordingly.

13. Digital Storage of Deliverables. High St. Graphics does not guarantee the storage of any files, photo, design or video once the Services have been completed, the Deliverables delivered to the Client and payment in full received. High St. Graphics agrees to maintain a courtesy back-up of Deliverables for ninety (90) days after completion of Services. The Client understands and acknowledges that all Deliverables, and any files of any kind incorporated into the Deliverables, whether completed and delivered or uncompleted due to non-response or breach in the part of the Client, will be deleted and will no longer be available after the sooner of ninety (90) days following completion of Services or ninety (90) days after date of recording or creation of file(s).

14. Representation and Warranty.

(a) High St. Graphics represents and warrants to Client that it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and in accordance with all state and federal laws, including but not limited to intellectual property laws, and shall devote adequate resources to meet its obligations under this Agreement.

(b) High St. Graphics shall not be liable for a breach of the warranty set forth in **Section 14(a)** unless Client gives written notice of the defective Services, reasonably described, to High St. Graphics within 5 days of the time when Client discovers or ought to have discovered that the Services were defective.

(c) Subject to **Section 14(b)**, High St. Graphics shall, in its sole discretion, either:

(i) repair or re-perform such Services; or

(ii) credit or refund the price of such Services at the pro rata contract rate.

(d) THE REMEDIES SET FORTH IN SECTION 14(c) SHALL BE THE CLIENT'S SOLE AND EXCLUSIVE REMEDY AND HIGH ST. GRAPHICS’ ENTIRE

LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 14(a).

15. Disclaimer of Warranties. EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 14(A) ABOVE, HIGH ST. GRAPHICS MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

16. Limitation of Liability.

(a) IN NO EVENT SHALL HIGH ST. GRAPHICS BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) IN NO EVENT SHALL HIGH ST. GRAPHICS' (INCLUDING ITS EMPLOYEES, CONTRACTORS, AND AGENTS) AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE LESSER OF: \$1,000 OR THE AGGREGATE AMOUNTS ACTUALLY PAID TO HIGH ST. GRAPHICS PURSUANT TO THE SERVICE CONTRACT.

17. Indemnification. The Client shall indemnify High St. Graphics and its agents, employees, and contractors against all claims, liability, damages and expenses incurred by High St. Graphics and its agents, employees, and contractors in connection with any third party claim arising out of the provision of Services in accordance with this Agreement.

18. Termination. In addition to any remedies that may be provided under this Agreement, High St. Graphics may terminate this Agreement with immediate effect upon written notice to Client, if Client:

(a) fails to pay any amount when due under this Agreement;

(b) has not otherwise performed or complied with any of the terms of this Agreement, in whole or in part; or

(c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

19. Waiver. No waiver by High St. Graphics of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by High St. Graphics. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

20. Force Majeure. High St. Graphics shall not be liable or responsible to Client, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of High St. Graphics including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage. This limitation of liability shall also apply in the event that photographic/video materials are damaged in processing, lost through camera or computer malfunction or otherwise lost or damaged without fault on the part of High St. Graphics. In the event that the entire set of Services cannot be replicated, reenacted or repeated, High St. Graphics's liability shall be limited to any amount paid by the Client for the Services prior to the impossibility for completion.

21. Assignment. Client shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of High St. Graphics. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Client of any of its obligations under this Agreement.

22. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

23. Governing Law. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Connecticut without giving effect to any choice or conflict of law provision or rule (whether of the State of Connecticut or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Connecticut.

24. Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Connecticut, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

25. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set forth in the Service Contract or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid) to the address set forth in the Service Contract, confirmed electronic transmission to the email address set forth in the Service Contract, or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party (or if delivery is refused), and (b) if the party giving the Notice has complied with the requirements of this Section.

26. Severability. The parties hereto intend that the form, terms and provisions of each section of this Agreement be construed and enforceable to the fullest extent possible so as not to violate any applicable provision of law and, if necessary, are intended to be limited, by a court of competent jurisdiction, only to the extent necessary to render each such section of this Agreement valid, legal or enforceable under the provisions of any applicable law. If any section, term or provision of this Agreement shall be limited or modified, or held invalid, illegal or unenforceable, the validity of the other terms of this Agreement shall not be affected thereby.

27. Survival. These Terms shall survive termination or expiration of this Agreement.

28. Amendment and Modification. This Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each party.