



# Terms & Conditions

### 1. Introduction

These terms and conditions govern the relationship between Marketing Muse ("I," or "me") and you, the client ("you," "your," or "client"), for the provision of marketing services, including but not limited to design, strategy, and consultation.

By engaging with my services, you agree to these terms. Please read them carefully.

### 2. Services Provided

Marketing Muse provides marketing and design services, including but not limited to:

- Graphic design (logos, website layouts, promotional materials)
- Brand strategy and style guides
- Social media calendars and content
- Other agreed-upon services as per contract

### 3. Ownership of Designs

All designs, concepts, and other deliverables produced by us remain the exclusive property of Marketing Muse until full payment has been received, at which point ownership of the final design work will be transferred to you.

You acknowledge that all preliminary designs, drafts, and concepts are considered my intellectual property, and may not be used, shared, or reproduced without Marketing Muse's permission unless explicitly agreed upon in writing.

Unless specified otherwise by the client, any designs or artwork done by Marketing Muse is permitted to be used on the Marketing Muse's website or social media to showcase work.

### 4. Security Deposit

If you do not feel comfortable with paying the full amount after booking, a security deposit of 50% of the total will be required before any work is started. This deposit ensures your commitment to the project and will be deducted from the final project cost.

See *Cancellation Policy* for more details.

### 5. Contract Agreement

Before any work begins, you will receive a detailed contract outlining the scope of work, timelines, deliverables, and payment terms. This contract must be signed and returned before any services are provided.

### 6. Payment Terms

Payments for services will be structured as follows:

- An upfront security deposit is due upon booking to begin work. Unless the client decides to pay in full immediately.
- The remaining balance is due 3 days before the delivery of the final work. If the length between initial order and final work is shorter than 3 days, the client must pay in full immediately.
- Additional work outside the scope of the original agreement may incur extra fees, which will be agreed upon in writing.

### 7. Cancellation Policy

If you wish to cancel the project, you must provide written notice at least 10 days prior to the agreed start date. Any payments made (including the security deposit) will be refunded only if the cancellation occurs **before** any work has been initiated. If an order is placed with the final work due before 10 days, a cancellation will result in no funds or deposits refunded.

Once work has begun, cancellations will incur a fee equal to 30% of the total project cost, reflecting the time and resources already allocated to your project. This will be taken out of the security deposit and the 20% leftover will be refunded. If work is canceled after the project is halfway completed, you will be responsible for paying for the work completed up to that point. The details of this policy are automatically in effect unless otherwise specified by Marketing Muse or the agreed upon contract.

### 8. Revision Policy

I am happy to make revisions to the work based on your feedback, within the scope of the original agreement. Revisions beyond the scope of the initial agreement will be billed at an hourly rate of \$10.



### **9. Confidentiality**

I agree to keep all business information, including project details, strategy, and marketing materials, confidential. Likewise, I expect you to maintain the confidentiality of any proprietary materials or processes shared during the course of the project.

See *Ownership of Designs* for more details.

### **10. Limitation of Liability**

While I strive to provide the highest quality service, I cannot be held responsible for any indirect, incidental, or consequential damages arising from the use of my services or designs.

### **11. Governing Law**

These terms and conditions are governed by the laws of the State of Ohio. Any disputes arising under or in connection with these terms shall be resolved in the courts of Lorain County, Ohio.

### **12. Contact Information**

If you have any questions about these terms or the services I offer, please contact:

Macy Southard  
Marketing Muse  
info@marketingmusedesign.com

**By completing the consultation form with Marketing Muse, you confirm that you have read, understood, and agree to these terms and conditions.**