

This document defines the Terms and Conditions of the working relationship between Second City Stationery and you (the Client). All projects or services that Second City Stationery may be contracted to produce or provide for the client will be subject to the following:

**PAYMENT / ESTIMATES** Client agrees to pay a Non-Refundable Design Deposit before work will begin. The completed Invitation Questionnaire (with the electronic signature agreeing to this Contract) and the non-refundable deposit payment must be received from the Client in order to commence services. Unless otherwise specified, all balances due are payable upon final art approval and before printing and production will be begin. We reserve the right to refuse completion or delivery of work until all balances are paid.

**ORDER ARRIVAL DEADLINE** The desired completion date for the Designs must be included by the Client on the electronic Invitation Questionnaire. By agreeing to these Terms & Conditions, Client agrees to the designated completion date for the Design. If they are unable to accommodate the desired completion date due to a fully booked schedule, Second City Stationery reserves the right to refuse services to the Client. In the event that Second City Stationery must turn away this business, the Client will be entitled to a full refund of the Design Deposit payment made.

**PROJECT DELAYS** As Second City Stationery accepts bookings based on Client deadline and calendar availability, it is highly important for the Client to cooperate in a timely manner. Second City Stationery is not responsible for meeting the agreed upon Project Completion Date if there is a delay in Client action or response. Examples include, but are not limited to, delays in Client communicating with Second City Stationery, failure to provide copy/wording, approval or other input regarding the designs, a delay in payment of any unpaid balances, etc. Delays due to the actions of the Client may result in the loss of the Client's spot in Second City Stationery's order queue.

Any delay in the completion of the Designs due to unusual transportation/shipping delays; unforeseen emergency of Second City Stationery; or external forces beyond the control of Second City Stationery, shall entitle Second City Stationery to a reasonable extension of the completion/delivery date, upon notification to Client, for the amount of time necessary to remedy the delay.

**PAYMENT METHODS** Payment may be made via cash, credit/debit card, PayPal, or check. Checks shall be made payable to Savannah Whitlock and mailed to: 2147 West Erie Street, Unit A, Chicago, Illinois 60612. Checks will need to be received, deposited, and cleared before printing, production, and shipment of products will take place. Returned checks shall incur a fee of forty dollars (\$40.00) and all subsequent payments must be made via cash, credit/debit card, or money order.

**REVISIONS AND ALTERATIONS** Concept revisions, extensive alterations, or a switch in design concept may result in a delayed completion date and additional fees. In the event of cancellation by the Client prior to final art approval, the Non-Refundable Design Deposit will be retained. In the event of cancellation by the Client after final art approval, the Second City Stationery reserves the right to keep the full payment amount. Payment of the deposit, in addition to Client approval (electronic, handwritten, or spoken) of Estimates will constitute as an agreement between the parties.

**FEES** The fee for the services and designs may increase or decrease depending on changes made to elements of the designs, including, but not limited to, the overall design scheme, papers and finishings chosen, other material costs and print methods,. Client understands that he/she is responsible for the final fee as adjusted during the design process, and client shall be informed of the final fee prior to the printing of the designs if the fee has changed from the estimated amount. Second City Stationery shall promptly inform Client if any variations in costs or outside expenses are anticipated.

**ADDITIONAL COSTS** Any and all outside costs including, but not limited to, artwork and font licenses, custom calligraphy and finishing work such as die cutting and edge painting, will be billed to Client unless already specifically provided for in the design specifications addendum. Estimates for additional costs will be provided to Client for approval.

**TAXES** The designs may be subject to sales tax depending on the billing residence of Client.

**RUSH ORDERS** The fee for services is based on normal and reasonable design and production schedules as well as Second City Stationery's availability. Knowledge of Client's deadline(s) prior to booking is essential to provide an accurate estimate of the fee. In certain circumstances, "rush" requests may be taken into consideration. Orders are considered rush if they are needed within a 3 week turnaround and must be approved by Second City Stationery prior to booking. Rush orders will add a charge of 15% to your order total. Second City Stationery will advise Client in advance of any required rush charges to meet Client's requested completion date.

**SHIPMENT** If the Designs are to be shipped to Client, final payment for any outstanding balance of the Fee must be received by Second City Stationery prior to shipping. Insurance is required on all orders exceeding \$100. Second City Stationery is not responsible for any damages incurred during shipping nor responsible in any way for any packages left outside or with third parties other than Client. There will be no refunds for packages purportedly damaged, missing or stolen. Second City Stationery will use the United States Postal Service ("USPS") to mail packages to Client unless a request is made by the Client to use another package delivery service (i.e. UPS, FedEx, DHL, etc.) If the Client prefers the usage of another package delivery service, he/she will be responsible for any additional fees and must request this service prior to payment of balance. Local pick-up is available for Client if he/she is able.

**POSTAGE** Many invitations incur additional postage because of their weight or due to the shape of the finished piece. It is highly recommended that the Client takes a completed suite to his/her local post office to inquire about the total cost of postage per piece. Second City Stationery is not responsible for any returned or lost invitations due to incorrect postage usage.

**HAND CANCELING** To avoid damaging any mailed cards or invitations, it is highly recommended that the Client hand cancel's their stamps at his/her local post office. Machine cancelation may cause severe damage to the Client's invitation. For the exact procedures on hand canceling, the Client should contact his/her local post office. Second City Stationery is not responsible for the damage caused to any mailed cards or invitations due to the handling done by the postal service used.

**RETURN POLICY** As every order is custom, Second City Stationery cannot provide any refunds or exchanges for printed orders - that is why it is vital to check your proof carefully before electronically signing off to print. Please note that lost deposits can not be used toward future purchases.

**REORDERING** If the Client needs to order extra quantities of his/her Designs after the original order has shipped, a \$25 set-up fee that will be added to the total balance for the extra quantities.

**PROOFING** Following the initial consultation and/or preliminary discussions with Client, Second City Stationery will provide initial design proofs for the Designs. Design proofs ("Proofs") shall be in electronic PDF format, and it is suggested that Client print all Proofs in order to review them for providing feedback to Second City Stationery. Client is SOLELY RESPONSIBLE for proofreading responsibilities! Electronic PDF Proofs will be provided to Client throughout the design process, and it is Client's responsibility to perform a check for accuracy of each Proof with respect to all information, including but not limited to, names, dates, times, locations and spelling. If Client finds such errors in the final printed Designs, Client shall be responsible for the design labor, reprinting and materials costs and fees necessary to remedy the error.

Client agrees to review all Proofs within a timely manner for such reviews and to promptly either, (A) Approve the Proofs, or (B) Provide written comments and/or corrections to sufficiently identify Client's concerns, objections or corrections to Second City Stationery. Client acknowledges and agrees that Second City Stationery's ability to meet any and all schedules is entirely dependent upon Client's prompt performance of his/her obligations. A final PDF digital Proof of the Designs will be sent to Client via email for approval prior to printing. Client must thoroughly review the final Proofs, and send Second City Stationery written approval to print.

**DESIGN CHANGES** Any changes to the Designs requested by Client with respect to the paper stock, number of inks, additional pieces of stationery and ink colors may incur additional fees. Second City Stationery will inform Client in writing of the cost for such changes prior to commencing production relating to such changes, and Client must send written approval of the changes and payment for any fees prior to production of the changes requested.

**REPRINTS** Any changes made at any point after printing has commenced that would require the reprinting of any items shall incur both a revision fee and reprinting fees. The exact fees are dependent on the details of the order; Second City Stationery shall inform Client in writing of the fees prior to the commencement of reprinting, and Client must resubmit the Proof Approval Form and additional payments before reprinting commences.

**COPYRIGHT: GRANT OF RIGHTS** Second City Stationery owns the copyright to all designs, drawings, sketches, artwork, photography and typography created by Second City Stationery in connection with the Designs, including custom creations for Client, and the foregoing may not be reproduced by Client or any third party without the express, written permission of Second City Stationery. Second City Stationery retains the right to keep samples of and photograph all Designs and to use samples and photographs for promotional purposes, publication, design competitions and educational purposes. Second City Stationery will use discretion regarding personal information on sample products and in photographs. Upon receipt of full payment of the Fee, Second City Stationery grants a limited use license to Client to use the Designs for personal use in connection with Client's wedding or event. Copyright notice in the name of Second City Stationery shall accompany the Designs when displayed or reproduced, whether printed or online, such as in magazines, websites and blogs.

**ADDITIONAL USAGE** If Client wishes to make any additional uses of the Designs not specified above, Client agrees to seek permission from Second City Stationery and make such payment as is required by Second City Stationery at that time. This includes the use of design elements created by Second City Stationery as part of the Services and Designs (such as logos and motifs) on stationery, other paper goods and non-paper goods not produced by Second City Stationery, such as menus, table numbers, ceremony programs and signs. Client understands and agrees that any unauthorized uses of such design elements will result in Client's receipt of an invoice from Second City Stationery for the applicable licensing fees for use of the design elements, which must be paid within ten (10) days of receipt or Second City Stationery shall be entitled to refer the unpaid amount to collections, with Client responsible for payment of the collection fees.

**HANDMADE NATURE OF PRODUCT** Custom paper goods are made by hand, which may result in slight variations. These variations include, but are not limited to, paper dimensions, ink color, embellishments. Second City Stationery strives to accurately display products, however, depending on your monitor settings, web browser, etc., printed and final product may slightly vary. Designs printed via digital machines may have variations in placement which include but are not limited to; center of page and the slope of the design or type. Any such variations shall not be considered an error and will not warrant replacement or a refund.

**GENERIC SAMPLE** It is highly recommended that the Client purchase a sample of the product before booking. This is a generic sample and will not be customized for with the Client's information and colors. However, Client may request color swatches of paper, ribbon, embellishments, etc. when purchasing to review the choices in person.

**HARD COPY PROOFS** Hard copy proofs are available for an additional fee of \$10 per piece plus shipping. Regular and expedited shipping options are available. Client's remaining balance must be paid in full before the proof is shipped. Please note that ordering hard copy proofs may add approximately 5 to 10 days onto Client's production timeline and cause a delay in meeting the estimated completion date. If a Hard Copy Proof is purchased by the Client, he/she will have the opportunity to request changes to the Design before production of the order commences. If applicable, Client will be responsible for any additional fees due to upgrades in the Design's elements.

**INSPECTION BY CLIENT** Client shall be responsible for thoroughly inspecting all final Designs in their printed/assembled form upon pick-up from Second City Stationery or receipt of shipment, and must inform Second City Stationery of any issues or concerns within forty-eight (48) hours of receipt. Second City Stationery shall not in any way be responsible for any issues discovered more than forty-eight (48) hours after receipt of the Designs, whether or not the responsibility of Second City Stationery.

**CANCELLATION** In the event of cancellation by Client of Second City Stationery's Services and production of the Designs, the following shall apply:

- For a complete cancellation for any reason prior to the Initial Proof(s) being submitted to Client, fifty percent (50%) of the Non-Refundable Design Deposit shall be retained by Second City Stationery.
- For a complete cancellation for any reason after any or all Proofs have been sent to Client, one hundred percent (100%) of the Non-Refundable Design Deposit shall be retained by Second City Stationery, plus Client shall be responsible for payment of the costs for all supplies ordered (i.e. paper, envelopes, ribbons, boxes).
- In the event of a partial cancellation after any Proofs for the cancelled item(s) have been submitted to Client, Client shall be responsible for payment of the costs for all supplies ordered (i.e. paper, envelopes, ribbons, boxes).
- If Designs have already been sent to print at the time of cancellation, no monies will be refunded.
- Payment of any outstanding portion of the Fee due at the time of cancellation shall be made within ten (10) days of the Client's notification of cancellation.
- There shall be no cancellations or returns of any printed Designs.
- If Client determines that the printing or final product is unsatisfactory for any of the Designs, Second City Stationery will discuss options to reprint the Designs or provide alternative materials or options at the expense of Client.

**LIMITATION OF LIABILITY; INDEMNIFICATION** Client agrees that, to the fullest extent permitted by law, Second City Stationery's maximum total liability for any claims, breaches or damages by reason of any act or omission, including breach of contract or negligence not amounting to willful or intentional wrongdoing, shall be limited to the amount of the Fees actually paid by Client. Client agrees that, to the fullest extent permitted by law, Second City Stationery shall not be liable for any claims for punitive damages, consequential damages, special damages, emotional distress, mental anguish, lost profits, loss of enjoyment, lost revenues and/or replacement costs Client agrees to indemnify, defend and hold harmless Second City Stationery against any and all claims, costs, and expenses, including attorneys' fees, arising in connection with materials and designs included in the Designs at the request of Client for which no copyright permission or privacy release was requested or uses which exceed the uses allowed pursuant to a license of other permission.

**FORCE MAJEURE** No Party to this Agreement shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disasters), Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the Party whose performance is affected.

*On Step 3 of our Ordering Process (where you will complete the Invitation Questionnaire), you will be asked to Electronically Sign and state that you have read through and agree to the above Terms & Conditions Agreement.*

*By electronically signing, you are stating that you have read and understand the terms above. You are also stating that you hereby agree to the terms of this contract.*