

ScribereCreative.com
Book Cover Design Service Agreement

By purchasing *ScribereCreative.com*'s **Book Cover Design** service you are saying that you have read and agree to the terms of this agreement.

This Book Cover Design Agreement (the "Agreement") is made and entered on _____, _____, by and between:

_____ ("Client") and Earma Brown of ScribereCreative.com a service website of Arrow Productions ("Designer").

1. Payment: The fee for ScribereCreative.com's Book Cover Design Service is \$275 USD of which \$150.00 is non refundable. This fee is required in full by Client before work will begin on Client's Book Cover Design. Payment may be made by credit card online or postal mail by check. Payment by check will delay the start of the Book Cover Design until the check has been received and funds cleared – usually between 1-2 weeks.

2. BOOK COVER DESIGN SERVICE: The Book Cover Design Service includes the following:

- A complete spread, one piece, paperback book cover design and layout of the front, back and spine set to Client's printer specifications. Client must supply or direct designer to printer's template with specifications or written specs.
- A high resolution, print ready PDF of the cover to send to Client's printer.
- A smaller, lower resolution image of the book cover suitable for use on a website or emails.
- An ISBN barcode created and placed on the back cover if needed. Client must supply Designer with the ISBN.
- A single image purchase (up to \$10) through either bigstockphoto.com or istockphoto.com for use in Client's Book Cover Design and/or assistance with selecting a suitable image from these sources if needed.
- Digital delivery of the included Book Design Cover files.

The *Book Cover Design* service does not include excessive or complicated image manipulation; covers for hardcover books that require an inside flap; original artwork or illustrations, drawing or image creations; copywriting or text editing services or anything else not specified in the included list above.

3. Work-For-Hire. Designer is an independent contractor and any work done for the Client will be on a "work-for-hire" basis and not as Client's employee.

4. Mockups & Revisions: Designer will provide Client with a mockup of a Book Cover Design for Client to approve or ask for changes. After Client receives the initial book cover mockup Client may either accept it as is, request changes to the design or reject the design completely and ask for a new mockup. Client may request 1 new mockup; additional mockups will incur a charge of \$50 each. When Client approves a book cover mockup only minor revisions to the Book Cover Design will be included and no refunds will be granted. Major changes to the Book Cover Design after a mockup has been approved will incur additional charges billed at \$50 an hour. Any revisions made after 30 days of Client accepting the final version and PDF of the Book Cover Design will incur additional charges billed at \$50 an hour.

5. Client Representations: Client represents and warrants that the text, graphics, photographs, or other material provided by Client for the Book Cover Design project are owned or licensed by Client, and that Client is authorized to use and display such items in a Book Cover Design. Client shall be solely responsible for the materials and the validity of copyrights, trademarks and ownership claimed by Client. Client agrees to indemnify and hold the Designer and their affiliates harmless from and against any claim, loss, damage, expense or liability (including attorney's fees and costs) that may result in whole or in part, from any infringement or any claim of infringement, or any trademark, copyright, trade secret, or negligence arising from any of the text, graphics, photographs or other material provided by Client.

6. Third-Party Image Licenses: Client agrees to abide to the terms of any license agreement for any images purchased by Designer through a third-party image provider for use in Client's Book Cover Design. Information on the third-party provider and their license terms will be provided to Client by Designer before image is purchased. Client may not extract the image from the Book Cover Design to use for other purposes. In order to use the image for other purposes Client will need to purchase their own additional license for the image directly from the third-party image provider. If Client cancels the Book Cover Design Service the image license shall be kept by Designer and Client will have no rights to use image in any manner and Client agrees to destroy any mockups or other completed work sent to Client by Designer that contains the purchased image in any form.

7. Responsibilities: Client is fully responsible for proofing the Book Cover Design provided by the Designer and it is strongly suggested that Client requests a proof from the printer before publishing or ordering any copies of the book. At no time will Designer be held financially or legally responsible for any problems, costs, fees or expenses incurred by Client as a result of using the Book Cover Design provided by Designer. While Designer will do their best to fix any problems that may arise with the Book Cover Design they cannot be held responsible for any costs, fees or expenses due to any problems with the Book Cover Design even if the problem was a result of an error by Designer. For example, if Client submits the Book Cover Design created by Designer to a printer, has 50 copies of the book printed then realizes that Designer made a mistake on the cover; Designer will not be responsible for any cost incurred by Client to print or reprint those books or any other fees or expenses resulting due to error.

8. Refunds & Cancellations: One hundred and fifty dollars (\$150.00) of the Book Cover Design Service fee is non-refundable. Client may request a cancellation by email to earma@scriberecreative.com or by phone to 877-846-9908. The Book Cover Design services fee minus the \$150 non-refundable fee will be refunded to Client and no

additional work will be made. No refunds will be made after Client has approved a book cover mockup or ten business days have passed since Client received the initial cover mockup from Designer. If an image has been purchased by Designer for use in Client's Book Cover Design, the image license shall be kept by Designer and Client will have no rights to use image in any manner. Client agrees to destroy any mockups or completed work sent to Client by Designer that contains the purchased image in any form.

9. Use of Client's Book Cover for Promotional Purposes: Designer will often include samples of Book Cover Designs they have done on their website and promotional materials. If Client does not wish their cover to be used in this manner they may make a request via email to earma@scriberecreative.com or phone to 877-846-9908 and their book cover will not be used in this manner.

By purchasing *ScribereCreative.com's* **Book Cover Design** Services you are saying that you have read and agree to the terms of this contract.

Signatures:

Client

(print name)

(signature)

Designer

(print name)

(signature)

Print, sign and mail this complete contract to:

Attn: Earma Brown

Scribere Creative
P.O. Box 180141
Dallas, Texas 75218

or FAX to: **877-846-9908**

ScribereCreative.com is owned and operated by:

Arrow Productions
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