



BY THE
LETTERS
 Not Your Ordinary ABC Scrapbook
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Customer Agreement

Please print this document, initial where indicated, sign and date and submit with your photographs.

Customer Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

E-mail _____

Phone _____ Best time to call: _____

Project Date Needed: _____ Deadlines based on By The Letters production schedule, an additional charge may be applied to rush orders.

_____ (client) commissions the artistic designing services of Lynn Feltner, DBA By The Letters, to create a customized piece of memorabilia in the form of an ABC Scrapbook.

The designer artist, Lynn Feltner, agrees to produce a tasteful, creative piece of art for the client as long as the project requested is not pornographic, illegal or distasteful in nature. The designer has the right to refuse project that may be morally distasteful.

Please read the following provisions carefully, initialing each and signing the Agreement in its entirety. Initials and signature validate this Agreement.

1. I understand that all items to be included in the scrapbook (photographs, memorabilia, etc.) are to be mounted using only those products labeled by reputable companies as "acid free," "archival quality," and/or "lignin free" (adhesives, papers, accents, pens, etc.). I understand any resulting damage from defective products is not the liability of By The Letters.

Initials: _____

2. I understand that in the event photos and/or memorabilia provided are damaged by fire, flood, earthquake, hurricane, tornado, theft, auto accident, or other unavoidable disaster while in By The Letters possession -- By The Letters is only liable for the cost of reprinting photos from negatives if available. In the event of irreplaceable photos or when memorabilia is damaged, I (customer listed above) accept full responsibility for the loss, and agree not to hold By The Letters liable.

Initials: _____

3. I understand that photos and memorabilia will be mounted in the album using acid-free photo-safe adhesives that are considered to be permanent, unless otherwise requested by me, the customer. Any attempt by me to remove said objects may result in damage to the project. I agree that I will take full responsibility for any and all damage occurring to the project after I take receipt of it. Any photos/items I do not want to be permanently mounted will be indicated as such on the specific item/photo and will be placed in the album with photo-safe corners, or in memorabilia pockets for safe removal at a later date.

Initials: _____

4. I understand that photos and memorabilia may be cut, cropped, or trimmed during the design/creative process. I understand that any unused photos will be returned with completed pages/album.

Initials: _____

5. By The Letters agrees to communicate the progress of each order as it proceeds through the creative process and to send photos of the project as necessary via email. The customer agrees to review such progress in a timely manor and confer with By The Letters when necessary.

Initials _____

6. The customer can cancel a custom order at anytime, but is liable for the cost of each page that has been completed. These prices are \$5.00/page for 8x8 albums. The difference from the price paid will be refunded within 10 days.

Initials: _____

7. I understand the album/pages shipped will be through a reputable shipping service (USPS, UPS, or Fed Ex). Customer shall decide if they want the package insured and/or certified. I understand By The Letters is not responsible for damage caused by the shipping agent. The customer is responsible for ALL shipping charges to and from By The Letters.

Initials: _____

8. I understand that all efforts available will be made to insure satisfaction of a completed album or page; but because I am requesting a CUSTOM -- Individualized -- Service, I (customer named above) understand that I cannot return a completed project for a full refund.

Initials: _____

9. I understand that I my **not** sell, publish, advertise, or reproduce copies of this specific project, page layouts, or any part thereof, for personal, commercial or financial gain of this specific project. Nor can I represent this specific project or any part thereof, as my own creation. All designs and creations by By The Letters are owned exclusively by By The Letters and all copyrights apply.

Initials: _____

10. I understand all returned checks must be rectified with a "Money Order" within 7 days along with an additional \$25.00 (per check) fee; or the check will be turned over to the proper authorities for legal collection. Any and all legal costs, including those incurred by By The Letters for the collection of owed amounts, will be at the customer's expense.

Initials: _____

11. I understand that any dispute arising hereunder will be subject to the laws of the state of California.

Initials: _____

By The Letters will be digitally scanning and or digitally photographing this specific project for their records. Please initial either (a) or (b)

a. ____ I hereby authorize By The Letters to use digital images, copies or graphical representations of this specific project or any part thereof for the purpose of advertisement, publicity, or promotion, of By The Letters.

b. ____ I hereby do **not** authorize By The Letters to use digital images, copies or graphical representations of this specific project or any part thereof for the purpose of advertisement, publicity, or promotion, of By The Letters.

By my signature below, I agree to By The Letters design services and accept the terms that I've read/understand and initialed. This agreement can only be changed or amended in writing and signed by both parties.

Client Name: (PRINT)	Designer's Name: (PRINT)
Client Signature/Date:	Designer's Signature/Date: