

1. **Gregory Marandola, LLC Terms and Conditions**

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These **Terms and Conditions** will act as a mutual agreement between **you** (the client), and **Gregory Marandola, LLC**, a licensed, certified, registered and insured limited liability company in Pennsylvania and New Jersey (the consultant).

**In addition**, I, Gregory Marandola, LLC, have the proper skill-set, expertise and experience needed to complete your project(s) in accordance to your specification(s).

**Therefore**, in consideration of this mutual agreement set forth, you intend to be legally bound, to the following terms and conditions:

**1. Consultancy:** During the design period, I, Gregory Marandola shall undertake to provide my expert and professional advice, skills and knowledge in the areas of web design, graphic design, illustration and animation, to you, the client.

**(A) Web Design:** Create, design, develop and maintain your website according to your specification(s) in a timely and orderly fashion.

**(B) Graphic Design:** Create, design, develop and maintain your advertising and marketing materials according to your specification(s) in a timely and orderly fashion.

**2. Compensation:** Work on your project(s) **DOES NOT** begin until your down payment of 50% is received. Upon receiving your down payment, I will begin working on your project(s). Once you assess, evaluate and approve your project(s), you will be billed the remainder of your cost, thereafter, when your remaining payment is received, your project(s) will be complete.

**(A) Websites:** Your website **WILL NOT** go live until your remaining payment is received. If you additionally choose either a web hosting package or web support package, you will be billed monthly. There will be a \$50.00 interest fee added to your invoice for every postponed and/or past due payment. If you continually postpone and/or fail to make payments, there will be legal ramifications.

**(B) Graphic Design:** You **WILL NOT** receive the finished product or files associated with said product until your remaining payment is received.

**37. Please note: All payments are non-refundable. Please see section 43 for more details.**

**3. Changes:** Any changes made by you—whether verbal or written—that negate any part of the work already in progress, may be subject to additional charges. Any changes made by you **AFTER** the completion of your project(s), **WILL** result in additional charges.

**4. Cancellation:** Both parties agree this contract may be canceled at any time, if for any reason,

44. the relationship is deemed unsatisfactory by either party. Upon written or verbal cancellation, you are  
45. responsible for paying all and any expenses based on the amount of work completed. In addition, I  
46. Gregory Marandola, shall keep your down payment and any money paid up to the cancellation date as  
47. compensation for my time, work and effort.

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49. **5. Additional Resources:** If you require the use of imagery or vector graphics for your project(s), and  
50. cannot or do not have the imagery or graphics to supply, I will purchase stock photography from iStock,  
51. or custom design graphics for you. You will be billed separately, for these resource are not part of any  
52. package, unless otherwise negotiated in a custom package deal.

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54. **6. Copyright:** Gregory Marandola, LLC shall own the copyright to all and any designs created, and  
55. shall have the exclusive rights to display your work on his personal website, marketing materials, portfolio  
56. entries, sample products or any other promotional advertisement that I see fit. This also includes posting  
57. to social media outlets.

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59. **7. Legal:** As stated in section 32, if you continually postpone and/or fail to make payments, there will  
60. be legal ramifications. If you agree to these terms and conditions, but refuse to comply to these terms and  
61. conditions, I have the right to take legal action. If you verbally or physically harm or harass me, whether in  
62. person, by phone, by email or on social media, I have the right to take legal action.

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64. **8. Agreement:** These Terms and Conditions incorporate the understanding of both parties. Any  
65. modifications to this Agreement must be in writing and approved by both parties. Any waiver, breach or  
66. default hereafter, shall be deemed a cancellation (see section 43). This Agreement shall be governed by  
67. the States of Pennsylvania and New Jersey.

07/08/2016