

Clients are referred to as "Clients", Chantel/Maxxtell Creations, LLC is referred to as 'Vendor". Collectively, all of the people or businesses entering this Agreement will be referred to as the "Parties."

Purpose of the Agreement

This document contains proprietary and confidential information. All data submitted to the CLIENT is provided in reliance upon its consent not to use or disclose any information contained herein except in the context of its business dealings with Chantel Williams (Brown) (**Maxxtell Creations, LLC**). The recipient of this document agrees to inform its present/future employees and partners who view or have access to the document's content of its confidential nature.

The recipient agrees to instruct each employee that they must not disclose any information concerning this document to others except to the extent that such matters are generally known to, and are available for use by, the public. Maxxtell Creations, LLC and the recipient both agree not to duplicate, distribute or permit others to duplicate or distribute any material contained herein without expressed written consent reviewed by and approved by Maxxtell Creations, LLC.

Chantel Williams (Brown) is the owner responsible for the Maxxtell Creations, LLC brand/logo only and is protected by copyright regulations. If Maxxtell Creations, LLC is hired to perform any graphic design services or branding materials for the client (logos, business cards, banners, flyers, etc), then Maxxtell Creations, LLC is not responsible for what the client decides to do with their designs once the project has been completed, and the term has ended. It is imperative that the client clearly communicates their vision, design preferences, and overall graphic request clear and concise during the initial consultation session. Otherwise, additional consultation rates may be applied for the consultation services being outside of the original agreed upon scope of work.

This document states the established working relationship between the Client and Maxxtell Creations, LLC. The overall project development cycle is not to exceed 2 Months from the project start date-unless otherwise agreed upon by both parties. If the client fails to perform routine check ins, does not collaborate, consult, or exchange content/data with the Vendor or provide content for the project within 15 days of the start date, then Maxxtell Creations, LLC may exercise the right to put the work order on hold and/or void. Also, if a website design is included in the service agreement, then the hosting costs will become the responsibility of the client for the 1st year and beyond (a refund back to Maxxtell Creations, LLC will be required, if the hosting/domain was previously purchased by the vendor. The actual start date of the project depends on the agreed payment term and the date of the initial deposit. Lastly, once the website site is LAUNCHED, then the client can take advantage of routine monthly maintenance plans offered by Maxxtell Creations, LLC as part of a new project/term agreement and rates.

Project completion time may be extended depending on agreement between both parties to a certain extent.

Services

Maxxtell Creations, LLC will offer unlimited support and consultations to the client throughout the term of the project, provided the sessions are within the original scope of work agreed upon- until the project is completed (and/or website is Launched). The client will be extended the opportunity of being a part of the vendor's VIP group and social media pages to ensure routine collaboration opportunities and direct access to them.

*all designs are top notch high definition formatting and finalization. For Printed Brochures, the design will be provided to you in digital format, which will grant you the ability to be able to share/promote at your leisure (across multiple platforms, to your network, etc. to reach the masses).

Location and Delivery of Services

Location. Vendor shall deliver Services to Client at their delivery address provided (for print services). Digital services will be sent to the Client electronically.

Delivery of Services. Vendor will provide all Services unless otherwise specified in this Agreement.

Cost, Fees and Payment

Cost. The total cost ("Total Cost") for all Services is due in full by . Client shall pay the Total Cost to Vendor in full or through payment plans as agreed upon by both parties.

In doing payment plans, then the first payment is a non-refundable retainer. At a minimum, Client agrees that the retainer fee fairly compensates the Vendor for committing to provide the Services and turning down other potential projects/clients. Fees must be paid in full on the date(s) specified and agreed upon. If remaining balances of the payment plan aren't paid in full within 3 days of the original scheduled date (applies to payments 2 & beyond), then Maxxtell Creations, LLC can exercise the right to charge a late fee up to 20% on the final payment amount. For services paid in full, then a non-refundable fee up to \$200 (or 30% of the overall project cost-whichever is greater) will be accessed in the event of cancellation and/or stop work requests. At a minimum. Client agrees that the non-refundable fee up to \$200 (or 30% of the overall project cost-whichever is greater) fee fairly compensates the Vendor for committing to provide the Services and turning down other potential projects/clients. ALL SALES ARE FINAL and the amounts have been agreed upon by all parties.

Overall total cost of the project will further determine the non-refundable amount

Exclusivity. Client understands and agrees that he or she has hired Vendor exclusive of any other service provider. In order to provide a high level of satisfaction and quality of service, no other service providers, other than any assistant or third party that Vendor hires to complete the Services outlined in this Agreement, are permitted to provide the same or similar services or products, paid or unpaid, at the locations and dates specified in this Agreement.

Artistic Release

Style. Client has spent a satisfactory amount of time reviewing Vendor's work and has a reasonable expectation that Vendor will perform the Services in a similar manner and style unless otherwise specified in this Agreement.

Consistency. Vendor will use reasonable efforts to ensure Client's desired Services are produced in a style and manner consistent with Vendor's current portfolio and Vendor will try to incorporate any reasonable suggestion made by Client. However, Client understands and agrees that:

1. Every client and business is different, with different tastes, budgets, and needs;
2. services are often a subjective art and Vendor has a unique vision, with an ever-evolving style and technique;
3. Vendor will use its artistic judgment when providing Services for Client, which may include strict adherence to Client's suggestions as much as possible;
4. Vendor will use reasonable efforts to incorporate Client's suggestions and desires. When providing Client with the Services, both parties understand that it's a collaborative effort in developing the final project.
5. Dissatisfaction with Vendor's aesthetic judgment or artistic ability are not valid reasons for termination of this Agreement or request of any monies returned. All parties should be able to professionally collaborate to reach an agreement to avoid discrepancies.
6. If the client decides to stop work on the project leaving service/line items undone, then further review of details will be taken regarding compensation.
7. ***The Vendor has the right to seek further guidance from advisors and attorneys for further mitigation on any disputes, discrepancies, or conflicts that may arise between parties.***

Limit of Liability

Maximum Damages. Client agrees that the maximum amount of damages he or she is entitled to in any claim relating to this Agreement or Services provided in this Agreement are not to exceed the Total Cost of Services and/or line item rates of services provided by Vendor.

Loss of Product. In the event that any or all product(s) are lost, such as damage to or loss of a component of the product necessary for final delivery, Vendor has the option to refund Client a portion of the Total Cost for that particular item based on the amount of Services that were completed/provided against the amount of Services that were agreed to be completed/provided. Proof of the lost product must be presented/researched.

Indemnification. Client agrees to indemnify, defend and hold harmless Vendor and its affiliates, employees, agents and independent contractors for any injury, property damage, liability, claim or other cause of action arising out of or related to Services and/or product(s) Vendor provides to Client.

Cancellation, Rescheduling and No-Shows

Cancellation, Rescheduling of Services or No-Show Client. If Client desires to cancel or breach the agreed project agreement then further research will be done and reference to the **Location and Delivery of Services and Artistic Release sections** of this agreement will be adhered to.

ALL SALES ARE FINAL

As for the rescheduling Services, or if a client does not show up to a scheduled session, there will be a \$35 non refundable rescheduling fee required. Also if the client does not collaborate, consult, or exchange content/data with the Vendor within 15 days then the work order will be placed on hold or possibly voided. Also website hosting services will become the responsibility of the client for years 1 and beyond. **NOTE: All work will begin once the 1st payment has been paid and cleared. Maxxtell Creations, LLC will continue to work on the overall project through the agreed term cycle, unless there are issues with payments being processed/delayed on the specified dates as indicated above. Client will be responsible for any outstanding work needing to be complete, should they decide to terminate the agreement prior to the project completion. The client must provide a 30 day notice in writing, if they wish to terminate the project. The Client will be responsible for any outstanding rates of services, which will be used to properly train and transition access the appointed representative.**

Impossibility

Force Majeure. Notwithstanding the above, either party may choose to be excused of any further performance obligations in the event of a disastrous occurrence outside the control of either party, such as, but not limited to:

1. A natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms or infestation); or

2. War, Invasion, Act of Foreign Enemies, Embargo, or other Hostility (whether declared or not); or
3. Any hazardous situation created outside the control of either party such as a riot, disorder, nuclear leak or explosion, or act or threat of terrorism.

Failure to Perform Services. In the event the Vendor defaults and does not perform the project based assignment without any correspondences/follow-up, or effort, cannot or will not perform its obligations in any or all parts of this Agreement, then the vendor (or a responsible party) will:

1. Immediately give Notice to Client via the Notice provisions detailed in this Agreement; and
2. Further review details and resources to ensure all capacity needs have been met before Issuing a refund or credit based on a reasonably accurate percentage of Services rendered; and
3. Excuse Client of any further performance and/or payment obligations in this Agreement.
4. If all proper communication, documentation, and workflow has taken place then the validity of the Failure to perform services is limited and or invalid.
5. The above obligations does not apply in the same sense as if the client's decides to breach the contract and request stop work on the project. Further guidelines outlined in this agreement and specific sections will be adhered to.

General Provisions

Governing Law. The laws of govern all matters arising out of or relating to this Agreement, including torts.

Severability. If any portion of this Agreement is deemed to be illegal or unenforceable, the remaining provisions of this Agreement remain in full force.

Notice. Parties shall provide effective notice ("Notice") to each other via either of the following methods of delivery at the date and time which the Notice is sent:

1. Email
 1. Vendor's Email:
 2. Client Email:
2. Corresponding within the Honeybook Portal directly.

****Phone calls, texts, instant messages, or any other communication chat tools are not considered as official forms of communication and my not be categorize as such****

Maxxtell Creations, LLC has the right to seek further guidance from advisors and attorneys for further mitigation on any disputes, discrepancies, or conflicts that may arise between parties.

Merger. This Agreement constitutes the final, exclusive agreement between the parties relating to the matters contained in this Agreement. All earlier and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

Amendment. The parties may amend this Agreement only by both of the parties' coming to an agreement, and a written consent via proper protocol and Notice.