



DESIGN CONTRACT

Gaby Paterno Art

THANK YOU FOR CHOOSING GABY PATERNO ART TO CREATE A CUSTOM PIECE OF WEARABLE ART FOR YOU!

THE FOLLOWING CONTRACT INCLUDES ALL THE INFORMATION RELEVANT TO THIS PROJECT. BY SUBMITTING YOUR INITIAL DEPOSIT, YOU HEREBY ACKNOWLEDGE AND AGREE TO ALL OF THE BELOW TERMS OF SERVICE.

MATERIALS

IT IS THE CLIENT'S RESPONSIBILITY TO SUPPLY THE PIECE [SHOES, BAGS, JACKETS, ETC.] WHICH IS PAINTED ON. THIS ENSURES THE QUALITY OF THE PIECE IS UP TO THE CLIENT'S STANDARDS AND FITS PROPERLY PRIOR TO BEING PAINTED ON. ONCE THE PIECE IS PAINTED ON IT IS **NOT RETURNABLE**. IF THE PIECE DOES NOT FIT THE CLIENT AFTER IT IS CUSTOMIZED, **NO REFUNDS WILL BE GIVEN, WITH NO EXCEPTIONS**.

UNPAINTED PIECES CAN BE SENT TO THE FOLLOWING ADDRESS:

GABY PATERNO ART

PO BOX 1235, WESTERLY, RI 02891

THE DESIGN PROCESS

THE PAINTING PROCESS TAKES UP TO 6-8 WEEKS [**EXCLUDING** TIME SPENT DURING SHIPPING]. PRIOR TO THE PAINTING PROCESS THERE WILL BE AN INITIAL CONSULT/ CORRESPONDENCE WHERE WE CAN DISCUSS EXACT DETAILS OF WHAT YOU ARE LOOKING FOR AND YOU CAN PROVIDE RELEVANT PICTURES AND INSPIRATION. GABY WILL WORK WITH THIS INFORMATION TO CREATE A DESIGN UNIQUE TO YOU AND YOUR REQUESTS. ONCE GABY RECEIVES THE UNPAINTED PIECE, THE PAINTING PROCESS WILL BEGIN.



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MOCKUPS AND PROOFING

AFTER THE INITIAL CONSULT/ CORRESPONDENCE IS COMPLETE YOU WILL BE PROVIDED WITH A FINAL MOCKUP DESIGN. ONCE YOU APPROVE THIS DESIGN, **EACH** ADDITIONAL DESIGN CHANGE IS SUBJECT TO A **\$25 FEE** FOR THE CHANGES MADE. IT IS YOUR RESPONSIBILITY TO CAREFULLY REVIEW YOUR DESIGN FOR ANY ERRORS MADE **INCLUDING, BUT NOT LIMITED TO** SPELLING AND COMPOSITION ERRORS. PLEASE NOTE ONCE THE PAINTING PROCESS HAS STARTED, NOT ALL CHANGES ARE POSSIBLE. PLEASE UNDERSTAND, GIVEN THAT ALL DESIGN ARE HAND-PAINTED, **IT IS NOT POSSIBLE** FOR THE THE FINAL PIECE TO HAVE 100% PHOTO ACCURACY TO THE MOCKUP OR ANY PHOTO INSPIRATION.

PAYMENTS

DEPOSITS [50% OF THE PROJECT COST] **MUST** BE PAID AFTER THIS DESIGN CONTRACT IS SIGNED AND BEFORE THE DESIGN PROCESS BEGINS. ONCE THE DEPOSIT IS RECEIVED THE DESIGN PROCESS WILL BEGIN. THE FINAL PAYMENT [THE REMAINING 50% OF THE PROJECT COST] **MUST** BE RECEIVED BEFORE THE PIECE IS SENT TO THE CLIENT. THE COST OF THE PIECE PRIOR TO BEING PAINTED ON IS NOT INCLUDED IN THE DESIGN FEE AND THE CLIENT IS SOLEY RESPONSIBLE FOR THIS COST AND ANY SHIPPING FEES ASSOCIATED WITH SENDING GABY PATERNO THE PIECE TO PAINT.

PAYMENTS CAN BE MADE VIA GABY'S WEBSITE THROUGH A PERSONAL INVOICE SENT OUT OR VIA CHECK. PLEASE NOTE IF YOU ARE PAYING VIA CHECK, THE INITIAL CHECK MUST CLEAR BEFORE THE PAINTING PROCESS STARTS AND THE FINAL CHECK MUST CLEAR BEFORE THE PIECE IS SENT OUT TO THE CLIENT. IN THE EVENT, THE FINAL PAYMENT IS NOT MADE WITHIN 30 DAYS OF THE PROJECT'S COMPLETION AND THE DATE OF THE FINAL INVOICE, THE PIECE BECOMES THE **SOLE** PROPERTY OF GABY PATERNO, **WITH NO EXCEPTIONS.**



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LEGAL ACKNOWLEDGMENT

PLEASE BE AWARE THAT **ALL COPYRIGHTS** TO **ANY AND ALL** OF GABY'S ORIGINAL ARTWORK CREATED DURING THE DESIGN PROCESS BELONG **SOLEY** TO GABY PATERNO, WHICH CAN BE USED AT HER DISCRETION. **ANY** UNAUTHORIZED USE OF THIS WORK IS SUBJECT TO LEGAL ACTION.

GABY TAKES PRIDE IN CREATING A UNIQUELY DESIGNED PIECE FOR YOU! SENDING INSPIRATION OBTAINED FROM SOCIAL MEDIA, ETSY AND PINTEREST, IS ALWAYS ENCOURAGED! PLEASE **DO NOT** ASK TO HAVE SOMEONE ELSE'S WORK EXACTLY COPIED. OUT OF RESPECT FOR OTHER ARTISTS AND THE PROTECTION OF THEIR INTELLECTUAL PROPERTY RIGHTS, EXACT COPIES ARE **STRICTLY PROHIBITED**.

PLEASE DO **NOT** REQUEST ANY DESIGN ELEMENTS THAT ARE NOT IN THE PUBLIC DOMAIN AND EXPRESSLY PROTECTED UNDER INTELLECTUAL PROPERTY RIGHT LAWS THAT YOU DO NOT HOLD RIGHTS TO OR HAVE PERMISSION TO USE, WITHOUT WRITTEN EXPRESSED CONSENT OF USE GIVEN TO GABY PATERNO ART.

FOR ANY ELEMENTS OF THE DESIGN REQUESTED BY THE CLIENT: **THE CLIENT INDEMNIFIES GABY PATERNO ART OF ANY AND ALL INTELLECTUAL PROPERTY RIGHT INFRINGEMENTS AND SUBSEQUENT LEGAL ACTION AND CONSEQUENCES THAT MAY OCCUR.**

RUSH ORDERS

DESIGNS ARE CONSIDERED TO BE A RUSH ORDER IF THEY ARE REQUIRED WITHIN A 5 WEEK OR LESS DESIGN TIME TURNAROUND. THIS DOES **NOT** INCLUDE TIME SPENT IN SHIPPING. RUSH ORDERS WILL BE ACCEPTED DEPENDING ON AVAILABILITY AND REQUIREMENTS OF THE PROJECT. RUSH ORDERS ARE SUBJECT TO A 10% PRICE INCREASE TO THE TOTAL OF THE PROJECT.



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CANCELLATIONS AND REFUNDS

THE INITIAL DEPOSIT PAYMENT OF THE PROJECT IS **NON-REFUNDABLE**, WITHOUT EXCEPTIONS. IF A CANCELLATION IS NECESSARY, PLEASE CONTACT GABY PATERNO IMMEDIATELY. ONCE THE PAINTING PROCESS FOR YOUR DESIGN HAS STARTED, CANCELLATIONS ARE **NOT** ACCEPTED.

SHIPPING FEES AND DAMAGE

STANDARD SHIPPING [APPROXIMATELY: 7-10 BUSINESS DAYS- DOMESTIC TO THE UNITED STATES AND 14-21 BUSINESS DAYS- OUTSIDE OF THE UNITED STATES] OF THE PIECE BACK TO THE CLIENT IS COMPLEMENTARY. IF EXPEDITED OR OVERNIGHT SHIPPING SERVICES ARE REQUIRED OR REQUESTED, THE CLIENT IS RESPONSIBLE FOR THE COST OF THE RETURN SHIPPING. THIS ADDITIONAL FEE WILL BE ADDED TO YOUR FINAL INVOICE. PLEASE CONTACT GABY WITH THIS REQUEST AS SOON AS POSSIBLE.

IN THE RARE INSTANCE, EXTRA POSTAGE FEES ARE REQUIRED FOR ANY PIECE INCLUDING, BUT NOT LIMITED TO SHAPE, SIZE, WEIGHT, AND INTERNATIONAL CUSTOMS, THE CLIENT IS SOLEY RESPONSIBLE FOR THE INCURRED FEES.

GABY IS **NOT** RESPONSIBLE FOR ANY PRODUCTS DAMAGED OR LOST IN TRANSIT DURING THE MAILING/ SHIPPING PROCESS.

CARE INSTRUCTIONS

ARTWORK ON PIECES ARE WATER-RESISTANT AND DESIGNED TO BE WORN AND LOVED FOR YEARS TO COME. SPECIFIC CARE OF EACH PIECE IS DEPENDENT UPON THE TYPE OF PIECE COMMISSIONED.



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SPECIFIC CARE INSTRUCTIONS WILL BE PROVIDED WITH THE FINAL PIECE. GABY IS **NOT** RESPONSIBLE FOR ANY DAMAGE THAT OCCURS AS A RESULT OF IMPROPER CARE.

WEAR AND TEAR

AS WITH ANY PIECE IN YOUR CLOSET, GENTLE WEAR ALONG THE CONTOURS AND EDGES OF YOUR WEARABLE ART PIECE IS A PART ITS NATURAL AGING PROCESS.

CONTACT

IF YOU HAVE ANY QUESTIONS OR CONCERNS THROUGHOUT THIS PROCESS, PLEASE DO NOT HESITATE TO REACH OUT TO GABY:
GABYPATERNOART@GMAIL.COM

CONTRACT ACKNOWLEDGEMENT

BY SUBMITTING YOUR INITIAL DEPOSIT, YOU HEREBY ACKNOWLEDGE AND AGREE TO ALL OF THE ABOVE TERMS OF SERVICE. THE TERMS OF THIS AGREEMENT ARE CONSIDERED VALID AND LEGALLY BINDING.

A NOTE FROM GABY:

"THE VALUE AND BEAUTY OF THESE DESIGNS ARE BORN FROM PERSONAL STORIES, ALLOWING EACH PIECE TO TRANSCEND PAST TRENDS AND BECOME TIMELESS HEIRLOOMS. I TAKE GREAT PRIDE IN THE METICULOUS CARE AND CONSIDERATION USED TO CREATE EACH OF MY DESIGNS! I LOOK FORWARD TO CREATING A PIECE OF WEARABLE ART THAT TELLS A STORY THAT IS AS UNIQUE AS YOU ARE!"
- GABY PATERNO