



OUTERRIM CREATIVES COMMISSION AGREEMENT

Custom Costume & Prop Contract

Client Information:

Name:

Address:

Email:

Phone:

Project Scope:

OuterRim Creatives agrees to create the following custom costume or prop based on the details and reference materials provided by the client:

Project Description:

Materials to be used:

Accessories or Add-ons:

Client Responsibilities:

- Providing accurate measurements using our form
- Supplying clear design photo references.
- Providing front, side, and back photos of themselves.

* Note: Any measurement errors provided by the client are not the responsibility of OuterRim Creatives and may require costly adjustments.

OuterRim Creatives will create a custom costume and/or prop based on the provided design details and reference materials. The project fee is \$_____, which covers materials, labor, and agreed-upon accessories or add-ons.

Payment Terms:

The total project fee is specified in the agreement. OuterRim Creatives requires full payment (100%) for all commissions, with the following flexible payment structure:

- 50% Deposit: Required upfront to begin work.
- Remaining Balance: Due before shipping or delivery.
- Optional Payment Plans: May be arranged upon mutual agreement, with terms agreed upon by both parties.

Accepted Payment Methods:

We accept payments via PayPal, Quickbooks, Etsy, and Venmo.

Additional Work:

If the client requests modifications beyond the agreed scope, a separate estimate will be issued and must be approved before work continues.

Refund & Cancellation Policy:

- OuterRim Cancellation: If OuterRim Creatives cancels the project, the client will receive a full refund minus any payment processing fees.
- Client Cancellation: If the client cancels after work has begun, no refunds will be issued for completed labor or purchased materials.
 - The deposit is non-refundable, covering time, materials, and planning.
 - Partial refunds for unstarted portions may be offered at OuterRim's discretion.
- Payment Plans: Refunds will be calculated based on completed work at the time of cancellation. Labor and material costs for work-in-progress will be deducted from the refunded amount.

Force Majeure Clause:

In the event of unforeseen circumstances beyond OuterRim Creatives' control (such as illness, supplier issues, or emergencies), we reserve the right to adjust timelines or offer alternative solutions.

Approval Process & Revisions:

OuterRim Creatives will send photos for the client's final approval before finalizing the costume or prop.

- Minor Adjustments: Can be made upon request at no additional cost.
- Major Changes: New design elements or material swaps may incur additional costs and production delays.
- Once final approval is given, no further changes can be made.

Shipping & Delivery:

- Shipping costs will be calculated separately and are the responsibility of the client.
- OuterRim Creatives will ship with tracking and insurance.
- Local Pickup: Available upon request.
- OuterRim Creatives is not responsible for damages during shipping, but insurance claims can be filed if necessary.

Timeline Expectation:

- The deadline for this project is: _____
- Deadlines will be documented in writing before work begins. Any changes that affect production time may result in a revised timeline and additional charges. If unforeseen circumstances arise (e.g., illness, supplier issues), the client will be notified immediately to discuss alternatives.

Intellectual Property & Usage Rights:

- **Ownership of Physical Product:**
The client owns the physical costume or prop once purchased and may wear, modify, gift, or sell the physical item.
- **Design & Pattern Ownership:**
All designs, patterns, and digital files created by OuterRim Creatives remain the intellectual property of OuterRim Creatives unless explicitly agreed otherwise. The client does not have the right to reproduce, commission duplicates, or sell copies of the design, patterns, or digital files without a separate licensing agreement.
- **Non-Exclusive Usage Rights (Default):**
OuterRim retains the right to reuse or modify the design for future projects.
- **Exclusive Rights & Licensing Fees:**
If the client wishes to obtain exclusive rights to the custom design, this must be arranged through a separate licensing agreement with additional fees. Exclusive rights ensure the design will not be used for other projects.
 - Exclusive Licensing Fees start at \$_____ and are determined based on the complexity and uniqueness of the design.
- **Portfolio & Promotional Use:**
OuterRim retains the right to showcase the custom design in its portfolio and promotional materials unless the client explicitly requests otherwise in writing.

Dispute Resolution Clause:

Any disputes arising from this agreement will first be resolved through mediation. If mediation is unsuccessful, legal action will be taken in the jurisdiction of Colorado.

Client Agreement & Digital Signature:

By signing the agreement, the client confirms they have read and agreed to the outlined terms, including the flat fee. The signature acknowledges acceptance and confirms that the fee will be paid as described.

I agree

Digital Signature (Full Name): _____

Date: // _____

Digital Agreement Clause: By signing this agreement, you acknowledge that a digital signature is legally binding and holds the same validity as a physical signature.