

JAYLENE CABRERA MURAL SERVICES — TERMS OF SERVICE AGREEMENT

Last Updated: June 2026

PLEASE READ THESE TERMS OF SERVICE ("TERMS") CAREFULLY BEFORE ENGAGING, BOOKING, COMMISSIONING, OR OTHERWISE ENTERING INTO ANY CREATIVE, DESIGN, CONSULTATION, OR MURAL SERVICES PROVIDED BY JAYLENE CABRERA ("ARTIST"). BY REQUESTING SERVICES, SUBMITTING PAYMENT, APPROVING DESIGNS, SIGNING A QUOTE, OR ALLOWING WORK TO COMMENCE, THE CLIENT ("CLIENT," "YOU," OR "YOUR") AGREES TO BE LEGALLY BOUND BY THESE TERMS IN THEIR ENTIRETY.

1. CONSULTATION PROCESS

1.1 Prior to commencement of any mural-related services, Jaylene Cabrera and Client shall participate in an initial consultation regarding project specifications including, but not limited to: estimated budget, wall dimensions, detail level, artistic direction, branding objectives, timeline expectations, installation conditions, and operational scheduling requirements.

1.2 Following consultation, Client may elect to either proceed or decline services without obligation beyond consultation-related expenses already incurred.

1.3 Any verbal discussions, approximate estimates, preliminary sketches, creative suggestions, timelines, or conceptual recommendations discussed prior to receipt of the required deposit shall not constitute a binding project agreement or guaranteed production schedule.

2. DESIGN FEE, DEPOSIT & CONCEPT DEVELOPMENT

2.1 Upon Client's election to proceed with services after consultation and estimated quote review, Client agrees to remit a non-refundable deposit in the amount of \$320.00 USD.

2.2 Said deposit shall be payable at the time of appointment or within one (1) to two (2) business days following delivery of estimated project pricing.

2.3 Deposit payments compensate Jaylene Cabrera for creative labor, consultation time, project planning, concept drafting, communication, artistic direction, and proposal development regardless of whether final mural production occurs.

2.4 Upon receipt of the deposit, Jaylene Cabrera shall prepare and present one (1) mural concept in two (2) design variations for Client review and consideration.

2.5 Client shall select one (1) design variation.

2.6 Client shall be entitled to one (1) minor design adjustment at no additional charge.

2.7 Following receipt of feedback, the revised sketch shall be provided within approximately two (2) to five (5) business days.

2.8 Upon approval of the revised sketch, the design shall be considered final and approved for production.

2.9 The \$320.00 deposit shall be credited toward the total mural project balance.

3. FINAL DESIGN APPROVAL & CHANGE ORDERS

3.1 Approval of the final revised sketch constitutes authorization to begin mural production.

3.2 Any requested redesigns, additions, removals, or modifications after final approval shall be considered a Change Order.

3.3 Any Change Order requested after final approval or after mural production has commenced shall incur a minimum Change Order Fee of \$600.00 USD in addition to applicable labor, materials, travel, scheduling, or redesign costs.

3.4 Requests to alter approved artwork after painting has begun may require repainting or reconstruction of completed work and may extend project timelines.

4. PROJECT MINIMUMS & PRICING STRUCTURE

4.1 Minimum mural project threshold: \$500.00 USD.

4.2 Artwork pricing begins at \$20.00 per square foot plus labor, supplies, materials, mileage, and travel expenses.

4.3 Client may independently prepare wall surfaces prior to production.

4.4 Portfolio/Public Mural Projects are not subject to standard square-foot pricing and shall instead be priced at a flat rate consisting of the non-refundable \$320.00 deposit plus the full cost of required materials and supplies. The deposit and material costs shall be paid in full prior to purchase of materials or commencement of work.

4.5 Jaylene Cabrera reserves the right to hire independent contractors, repair technicians, painters, mural assistants, apprentices, or other qualified personnel. Project costs may include wall preparation, repairs, priming, sealing, scaffolding, lifts, ladders, safety equipment, machinery rentals, delivery, setup, and related expenses.

5. PAYMENT TERMS

5.1 Projects Under \$5,000: Full payment due prior to commencement of mural production.

5.2 Projects Over \$5,000: 50% due upon approval and 50% due within fourteen (14) calendar days following commencement of production services.

5.3 The \$320.00 deposit shall be credited toward the final project balance.

6. SCHEDULING & ACCESS

6.1 Scheduling shall not occur until required deposits, balances, and material costs are received.

6.2 Client agrees to provide safe, unobstructed, and timely access to the project site.

6.3 Production may occur during open business hours, closed business hours, or other mutually agreed periods.

7. CANCELLATIONS & NON-REFUNDABLE PAYMENTS

7.1 The \$320.00 deposit is strictly non-refundable once creative development has commenced.

7.2 Material purchases and production payments may be deemed non-refundable upon project approval or commencement of work.

8. TIMELINES & COMPLETION

8.1 Any estimated timeline is a non-guaranteed approximation.

8.2 Completion dates may be affected by weather, wall conditions, revisions, delayed approvals, illness, emergencies, supply shortages, or other circumstances beyond reasonable control.

9. INTELLECTUAL PROPERTY

9.1 Jaylene Cabrera retains ownership of all original sketches, concepts, drafts, designs, and intellectual property.

9.2 Jaylene Cabrera reserves the right to photograph, record, reproduce, publish, and display completed mural work for portfolio, marketing, social media, educational, and commercial purposes.

10. ACCEPTANCE OF TERMS

BY PROVIDING PAYMENT, SIGNING A QUOTE, APPROVING A DESIGN, SCHEDULING SERVICES, OR OTHERWISE ENGAGING WITH JAYLENE CABRERA FOR MURAL SERVICES, CLIENT ACKNOWLEDGES THAT CLIENT HAS READ, UNDERSTOOD, AND AGREED TO THESE TERMS OF SERVICE IN FULL.

CLIENT NAME: _____

BUSINESS NAME: _____

SIGNATURE: _____

DATE: _____

ARTIST(S) INVOLVED: _____

SIGNATURE: _____

DATE: _____