



## Terms of Service

Updated Nov 2024

### **CONTRACT REQUIREMENT**

*A signed contract is required prior to the start of any Photo Organization or Management project. In most cases, Urge to Purge may request a 30% deposit or a retainer before confirming appointments or providing services.*

Urge to Purge strives to represent your interests efficiently and professionally and to ensure that you receive superior photo organizing services at the most reasonable cost possible. All matters are kept confidential and will not be shared without your written consent. Below are the agreed-upon terms for our services.

### **SERVICES TO PROVIDE/ADD-ONS are noted below and client will have the opportunity to choose from**

- Printed Photo Organization with Containers
- Digital Photo Organization with Hard Drive and Cloud service set up
- Printed Photo Scanning/Digitizing with Organization (as noted above)
- Photo Book
- Add on: \_\_\_ additional copies     Add on: \_\_\_ Digital Flipbook Copy     Copy on flash drive
- Video Slideshow/Photo Montague delivered digitally     Add on: \_\_\_ Copy of external drive
- Coaching for DIY Photo Organization/ Sharing Projects, Cloud Service set up, Online service set up
- Other \_\_\_\_\_

Client will decide on the guidelines for project noted below

- UTP to complete the project from start to finish with minimal assist from me
- UTP to teach me the skills so I can do the organizing or sharing myself
- UTP to come alongside and work on the project together
- I am interested in ongoing maintenance assistance
- I prefer to UTP to update me on my project     daily     weekly     monthly

\_\_as needed \_\_completion via \_\_phonecall \_\_text \_\_email

### **SERVICE FEES/PAYMENT**

Urge to Purge will decide independently and communicate to the Client in advance the fees and expenses, and will charge fees and expenses which we deem reasonable, legitimate, and commensurate with our experience, the services we deliver, and the responsibility we accept. "One Hour" of work is defined as one man hour. When multiple organizers are present, each hour worked by each organizer will count toward the total hours worked.

Urge to Purge reserves the right to charge different rates for working in any conditions we deem dangerous or hazardous based on the assessment.

Urge to Purge accepts payment by cash, credit card, Square, Venmo, Paypal, GooglePay at this time. There will be a charge for any bank draft item that is not payable for any reason, as well as additional collection and/or legal fees to compensate for overdraft charges and unpaid account balances. Full payment is due at the end of agreed upon/contract stated period of time unless prepaid through the purchase of available package

Fees are based on initial needs Assessment with a Guestimate of Good Faith Proposal/Plan shared with Client. If additional hours are required to complete the project, Client will be responsible for payment of hours exceeding the estimate. If services are adjusted in any way, addendum to Proposal/Agreement must be accepted and signed by Client

See Accepted Proposal for details

Payments can be made by:

- cash
- credit/debit card online/website via Wix Payments
- POS/Tap to pay w/Stripe/Square
- Venmo
- Google pay

### **APPOINTMENT CONFIRMATION, CANCELLATION/MISSED APPOINTMENTS**

CarolynMoshier, owner of Urge to Purge will contact you before your scheduled appointments to confirm.

- Initial 30 Minutes Free Consult.
- Initial Project Planning Meeting: 1.5-2 hr Meeting in person or via Zoom or in-person to discuss Photo Organization Project Plan per questionnaire/assessment/proposal, contract signing and Collection of photos/materials
- Follow up/Progress Update meetings via zoom or phone throughout the project will be scheduled with client as needed/preferred per contract
- Twenty-four-hour notice via phone/email/ text is required for rescheduling or canceling appointments. There is a fee of \$50 for canceled or missed appointments with less than 24-hour notice.

## **PHOTO MATERIALS EXCHANGE**

Client will pick one for collection, one for delivery, and one for direct services

I give permission for UTP to remove printed/digital photos from my location (within 30 miles from UTP office) to work on this project at UTP office

I will provide UTP with my printed photos/other via certified shipping to : 212 Silver Sloop Way  
Carolina Beach NC 28428

I allow UTP to obtain my digital photos via \_\_\_\_\_ screen share on my devices \_\_\_\_\_ hard drive copied from my devices \_\_\_\_\_

I prefer UTP deliver organized printed photos to my location (within 30 miles from UTP office)

I prefer UTP to ship final printed photos project to my address listed above

I prefer UTP to work at my location to organize printed photos

I understand that UTP will work on my digital photos remotely

## **EXPENSES**

Included: labeling, use of software, Other as noted in Letter of Agreement

If necessary, the following will be charged in addition to the fee outlined above:

- Shipping costs
- Travel exceeding 30 miles is charged at \$.60 per mile.
- UTP will purchase the required External Hard Drive(s) (about \$70-90 for 2TB) that will be delivered to Client upon completion of project and Client's decision on number of copies. UTP will then provide Client with Additional Product Invoice for the EDH/flashdrives
- If necessary, Shopping/research rate is \$20 per hour. No items will be purchased without prior client approval. Details of purchased items will be provided on Invoice and receipts given to Client
- Membership to Cloud Service, per Client permission, will require Client to create an account (and provide payment as needed) with the assistant of Photo Organizer.
- Client is responsible to pay for all agreed upon supplies necessary for completion of project

### ***Client will choose preferred method of purchase of products:***

Client will purchase the required Organization Materials for the newly Organized printed photos Collection

Client would like guidance on what materials are needed to contain newly organized printed photos

UTP will purchase agreed upon materials needed to contain newly organized printed photos and provide Client with Additional Product Invoice

## **PHOTO RELEASE**

Client will confirm the following by signing initials and closing signature:

*Clients ownership* \_\_\_ I am the owner or approved owner of the photo materials that I provide UTP

*Copyright permission* \_\_\_ I give UTP full copyright permission of my photo materials

Client releases all rights to before and after photos, to be used in Urge to Purge publications, including but not limited to the website and pamphlets. Client agrees that photos may also be used for Urge to Purge marketing and social media, provided that Client's name is not linked to the photos in any way.

## **PHOTO DELETION or DISCARDING POLICY**

### **Client will choose from one of the following**

\_\_\_ UTP to return ALL printed photos to Client, including separate container of photos that were removed from collection during organization process, giving Client opportunity to review and discard as needed

\_\_\_ UTP to discard all printed photos removed from collection

\_\_\_ UTP has permission to put any deleted digital photo from my photo collection into a trash folder on Completed external hard drive

## **CONFIDENTIALITY**

The client recognizes that entering into this contract with UTP means that UTP may be in contact with personal items and information. UTP agrees not to divulge any of this information and to maintain the highest standards of confidentiality and respect for the Client's possessions and home. Urge to Purge follows the written Code of Ethics, provided by the National Association of Professional Organizers (NAPO) and Photo Managers.

Please refer to Privacy Policy on website. Clients will also be provided with Privacy Policy via email

## **FOLLOW UP**

After we have organized your photos, etc, redesigned your space, we should still review what we have accomplished to determine if what we have achieved has been maintained and if organizing systems are working. If the system that we created is not working for you then we will work together to create one that will. The single session rate will apply unless a package has been purchased.

## **LIMITATION OF LIABILITY AND INDEMNIFICATION**

UTP takes special extra care while handling all photo materials and uses the optimal and safest equipment while managing photo materials. All materials will be returned per clients preference initialed above

UTP is not responsible for items damaged or held liable for any other results of any work done during or after Photo Organization/Management session.

Client will sign initials for Acknowledgement of Disclaimers:

*Digitization*-photos that could possibly jam or damage the internals of the high -speed scanner (ie: adhesive on the back) may need to be scanned using a flatbed scanner, thus increasing the price per scan

*Photo Restoration*- Restoration results may vary depending That jon the severity of the aging, damage, or condition of the photo. We will make our best effort to not only restore but to improve the photo.

*Album Design*-If the client opts to give the UTP designer full artistic liberty with NO Cloud proofing, UTP is not liable for mistakes and/or dissatisfaction with the final product(s)

Data Transfer- All client data is transferred "as is" from one storage device to another. If requested, UTP can sort through all the contents of transferred data to check for duplicates, file compatibility, and corrupted files at the hourly Photo Organizing rate. All.

### **PERSONAL LIABILITY OF CLIENT**

In the event of bodily injury to any representative of Urge to Purge, the contract holder is liable for any and all medical bills and emergencies as included in their personal and/or business insurance.

### **CONTRACT SERVICES (as needed to outsource parts of project)**

Outside contract services (e.g., outsourced scanning) will be billed for, and paid for directly by, the client.

Otherwise, contract services will be paid by UTP,, then be reimbursed by the client on their next invoice.

Receipts - copies will be provided to the client as well as saved in our client account files.

As a policy, we do not accept any sort of commission from vendors and other contract services.

### **TERMINATION/DISRUPTION OF SERVICES**

Client has the right to terminate services at any time. If Client elects to terminate Services, client remains responsible for any fees incurred prior to termination. Photo Organizer has the same right regarding termination, subject to reasonable notice allowing client to arrange for alternative services.

Urge to Purge reserves the right to terminate the contract if the Client repeatedly cancels/changes appointments or engages in disruptive, threatening, or violent behavior.

Disruptive is defined as hindering Urge to Purge from carrying out their professional duties, and may include yelling, verbal abuse, and refusing reasonable requests. Threatening is defined as physical actions short of contact, general oral or written threats to people or property, and implicit threats. Violent is defined as physical assault directed at people or property.

Urge to Purge reserves the right to issue refunds in the event of disruption of services.

### **REFUNDS**

There are no refunds for services/hours completed.

Urge to Purge reserves the right to refund any remaining, unused hours from prepaid packages and terminate the contract, if the client repeatedly cancels and creates a disruption of services. This is at the sole discretion of Urge to Purge