



IDENTITY START LLC

MASTER SERVICES AGREEMENT

General terms and conditions for creative and digital services — web design and development, photography, video production, branding, virtual tours, hosting, SEO, social media, and ad management.

Effective September 2026

806 South Lily Lake Rd, McHenry, Illinois 60051

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General Terms and Conditions

This Master Services Agreement ("Agreement") sets forth the general terms and conditions under which Identity Start LLC, located at 806 South Lily Lake Rd, McHenry, Illinois 60051 ("Service Provider"), provides creative and digital services to its clients ("Client").

By purchasing any service from Identity Start LLC, including through online payment links, invoices, or subscription enrollment, Client agrees to be bound by the terms of this Agreement.

Last Updated: September 2026

1. SCOPE OF SERVICES

This Agreement governs all work performed by Service Provider for Client across any of the following services:

- Web Design and Development
- Ecommerce Web Design
- Photography
- Video Production
- Motion Graphics
- Logo and Graphic Design
- Virtual Tours
- Website Hosting and Maintenance
- Search Engine Optimization (SEO)
- Social Media Management
- Ad Management (Google, Meta, etc.)
- Drone Operations
- AI-Enhanced Media Solutions

Specific work details, deliverables, and pricing for each engagement are outlined in the corresponding invoice, payment link, or onboarding brief provided by Service Provider.

2. TERM AND TERMINATION

This Agreement remains effective for as long as Client maintains an active service or subscription with Service Provider. Either party may terminate this Agreement with 14 days' written notice. Termination does not affect obligations for any work already in progress or services already rendered.

3. PAYMENT TERMS

3a. One-Time Services

Payment for one-time services (photography, video production, virtual tours, motion graphics, logo and brand guidelines) is due in full at the time of purchase unless otherwise agreed upon in writing.

For larger projects, a 50% deposit may be required prior to work beginning, with the remaining balance due upon delivery of final assets.

Late payments beyond 10 business days may incur a 5% late fee.

3b. Website Build Fee

Website engagements consist of two charges: a one-time build fee and a monthly plan.

The build fee is based on the size and scope of the website and is invoiced in full before production begins. Any first-build add-ons selected by Client (photography, video, brand work, motion graphics, virtual tours) are invoiced together with the build fee.

The build fee is non-refundable once production has begun.

3c. Monthly Subscription Services

Monthly services (website plans, hosting, SEO, social media management, ad management) are billed on a recurring monthly basis through Stripe.

Subscriptions automatically renew each month unless cancelled by Client with at least 14 days' written notice before the next billing cycle.

The first month's payment is due at the time of enrollment or at website launch, as stated on the invoice.

Service Provider reserves the right to adjust subscription pricing with 30 days' advance written notice. Client may cancel prior to the new pricing taking effect.

Advertising spend is not included in ad management fees and is paid by Client directly to the advertising platform.

4. REVISIONS AND SCOPE CHANGES

Each project or service engagement includes a reasonable number of revision rounds as communicated by Service Provider.

Additional revisions or requests outside the original scope are billed at \$75 per hour or a flat fee depending on the scope of work.

Scope changes must be agreed to in writing before additional work begins.

5. DELIVERABLES AND TURNAROUND

Timelines for each service will be communicated at the start of the engagement.

Delays caused by the Client (e.g., missing content, feedback delays) may extend deadlines without liability to Service Provider.

6. INTELLECTUAL PROPERTY

Service Provider retains ownership of all working files, templates, source code, and unlicensed stock assets.

Upon final payment, Client receives a non-exclusive, perpetual license to use final deliverables for their intended business purpose.

Media files are delivered in high-resolution formats (e.g., JPG, PNG, MP4, MOV, PDF, AI, PSD).

Website files produced under a monthly plan are governed by Section 12 of this Agreement.

Custom licensing terms for photography, drone footage, or stock assets will be defined per project where applicable.

7. CLIENT RESPONSIBILITIES

Client agrees to:

- Provide timely access to necessary materials (logos, text, images, brand assets, account credentials).
- Review and approve work within 3 business days unless otherwise agreed.
- Secure usage rights for any third-party content they provide.
- Maintain active communication and respond to requests for information in a timely manner.

8. CONFIDENTIALITY

Both parties agree to keep confidential all sensitive materials, business information, and communications, and not disclose them to third parties without written consent.

9. PORTFOLIO AND PROMOTIONAL USE

Service Provider may display completed work in their portfolio, on social media, website, case studies, or in other promotional materials unless Client specifically requests otherwise in writing prior to project completion.

10. DRONE SERVICES AND FAA COMPLIANCE

All drone services are provided in compliance with FAA Part 107 regulations.

Client is responsible for ensuring any required permits or permissions (e.g., flight over private property, event insurance, airspace authorizations) are in place before the scheduled shoot.

Service Provider reserves the right to cancel or postpone drone operations due to weather, airspace restrictions, or safety concerns without liability.

11. WEBSITE HOSTING AND MAINTENANCE TERMS

The following terms apply to all clients enrolled in a monthly website plan.

11a. Hosting Services Included

- Managed website hosting on Service Provider's infrastructure.
- Routine security updates, software updates, and performance monitoring.
- SSL certificate maintenance.
- Regular website backups.
- Reasonable content edits and updates (e.g., text edits, image swaps, small layout adjustments).

Marketing services (reporting, SEO, social media, video) vary by plan tier and are described in Client's plan.

11b. Uptime and Availability

Service Provider will make commercially reasonable efforts to maintain website availability. However, Service Provider does not guarantee 100% uptime and is not liable for outages caused by third-party hosting providers, DNS issues, DDoS attacks, or other events outside Service Provider's control.

11c. Domain Ownership

Client retains full ownership of their domain name at all times. Where Service Provider holds or manages the registration on Client's behalf, Service Provider will transfer the domain to Client or Client's designated provider within 10 business days of a written request, provided Client's account is current.

Domain transfer is independent of the website itself, which is governed by Section 12.

11d. Cancellation and Data Retention

Client may cancel their monthly plan with 14 days' written notice before the next billing cycle.

When a plan ends, the website is taken offline. Service Provider retains website files and backups for 90 days after cancellation, after which all data may be permanently deleted.

Client may take the website with them by paying the transfer and buyout fee described in Section 12b. Delivered media files (photography, video, logos, brand files) are always Client's to keep at no additional cost, whether or not Client buys out the website.

11e. Suspension for Nonpayment

If a payment fails, Service Provider will retry the payment automatically and notify Client. If the balance remains unpaid:

- Day 15: the website is replaced with a temporary holding page. Email and domain service continue.
- Day 30: the website is taken offline and the project is archived.
- Day 90: website files and backups are deleted.

Reinstatement within 90 days requires payment of a \$199 reinstatement fee plus all missed monthly payments. After 90 days, restoring service requires a new build at current rates.

11f. Content Responsibility

Client is solely responsible for the legality and accuracy of all content published on their website. Service Provider is not liable for any claims arising from content provided by Client.

12. WEBSITE LICENSE AND BUYOUT

12a. Month-to-Month Plans

Monthly website plans have no minimum term. Client may cancel at any time under Section 11d. Fees already paid are not refunded.

The website design, layout, custom code, and creative assets produced under a monthly plan are licensed exclusively for use on Service Provider's hosting platform for the duration of the plan. Client may not transfer, copy, replicate, or migrate the website design or associated creative assets to another hosting provider, web designer, or development platform except as provided in Section 12b.

12b. Transfer and Buyout

To move the website to another provider or platform, a one-time buyout fee applies, based on the number of monthly payments Client has completed:

MONTHLY PAYMENTS COMPLETED	BUYOUT FEE
1-6	\$2,000
7-12	\$1,000
13-24	\$500
25 or more	\$0

The buyout covers export of the website files and project, domain handoff, and a transfer call.

Upon payment of the buyout fee, Client receives full ownership of the website files and a perpetual license to use all associated creative assets, and Service Provider will assist in the orderly transfer of the website to Client's designated provider.

This structure reflects the discounted rates offered on first-build add-on services (photography, video production, virtual tours, motion graphics, logo and brand guidelines) to website plan clients. Those services are offered below standalone rates because of the ongoing plan relationship.

Unauthorized transfer or replication of the website design or creative assets constitutes a breach of this Agreement and may result in legal action to recover the full retail value of all services rendered at discounted rates.

13. LIMITATION OF LIABILITY

In no event shall Service Provider's total liability exceed the amount paid by Client for the specific service giving rise to the claim within the 12 months preceding the claim. Service Provider shall not be liable for indirect, incidental, special, or consequential damages.

14. DISPUTE RESOLUTION

Parties will attempt to resolve disputes through informal discussions. If unresolved within 30 days, disputes will be handled through mediation before proceeding to arbitration or litigation in the State of Illinois. Each party shall bear their own costs unless otherwise determined.

15. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

16. ACCEPTANCE OF TERMS

By completing payment through any Service Provider invoice, payment link, or subscription enrollment, Client acknowledges that they have read, understood, and agree to be bound by the terms of this Master Services Agreement.

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