



DESIGN AGREEMENT

This contract (hereinafter referred to as the "Agreement") is made and in effect as of the _____ day of _____, 20____ by and between _____, hereinafter referred to as the "Client" and Melanie Bond d/b/a Plum Dog Studio, hereinafter referred to as the "Designer."

This Agreement governs the terms and conditions by which professional graphic design services (in aggregate, the "Work") are to be performed for the Client by the Designer. The Work is described in the Project Proposal attached to this Agreement as Exhibit A and incorporated herein by reference.

In consideration of the mutual covenants made herein, the parties agree as follows:

1. COMPENSATION

1.1 Estimate. Designer has provided, and Client has approved, a cost estimate for the Work based on information Client provided in a Design Brief and and/or other exploratory communications. Cost estimates are valid for a period of 90 days from the date issued. Designer is not bound to honor estimates that have expired.

1.2 Fee Schedule. A non-refundable deposit of 30% of the total project fee, as outlined in the Project Proposal, is due upon the signing of this Agreement. A further 30% of the total project fee shall become due when the first stage of the Work is completed to the reasonable satisfaction of the Client but subject to the terms of clause 2.2 *Approval of Draft* and clause 2.3 *Changes* herein. The remaining balance and any additional charges will be due upon completion of the Work. Designer reserves the right to hold commencement of the Work until the initial deposit has been paid in full.

2. COMPLETION OF WORK

2.1 Supply of Materials. The Client will supply, in a timely manner, any materials and information required for Designer to complete the Work in accordance with this Agreement. Such materials may include, but are not limited to: photographs, written copy, logos and/or other printed materials. Where the Client's failure to supply such materials leads to a delay in completion of the Work, Designer reserves the right to reasonably extend previously agreed deadlines for the completion of the Work. Where the Client's failure to supply materials

prevents progress on the Work for more than 30 days, Designer reserves the right to invoice the Client for any part or parts of the Work already completed.

2.2 Approval of Drafts. Upon Designer's completion of any draft of the Work, the Client will be given an opportunity to review said draft(s). The Client will notify the Designer, in writing, of any necessary alterations within 5 business days of receipt of the draft. If no alterations are requested within the 5-day review period, the draft(s) will be deemed to have been approved. Once approved or deemed approved, drafts may not be subsequently rejected or approval withdrawn, and the contract will be deemed to have been completed and payment under clause *1.2 Fee Schedule* will become due.

2.3 Changes. Any verbal or written changes made by Client to the scope of the Work as laid out in the Project Proposal following its commencement by Designer are subject to additional charges. Should such changes negate any part of the Work already completed at the time of the changes, Client accepts responsibility for payment of the completed Work and all services related to it, in addition to charges for the change itself.

2.4 Assignment of Work. Designer reserves the right to assign subcontractors to complete certain parts of the Work in order to ensure quality and timely completion.

3. PAYMENT

3.1 Payment. All invoices submitted to Client by Designer are payable within 10 business days of receipt. A 1.5% monthly service charge (18% annually) will be added to all overdue balances. The grant of any license or right of copyright to the Client is conditioned upon receipt of full payment of the total amount due.

3.2 Overdue Payment. If payment has not been received by the due date, Designer reserves the right to suspend ongoing Work for the Client until full payment of the outstanding balance has been received.

4. DISCLAIMERS

4.1 Third Parties. The Designer shall not be held responsible for the unsatisfactory rendering of services provided by third parties, including but not limited to: subcontractors, printers, domain name registrars, and website hosting services.

4.2 Relationship. The Client and Designer are independent parties and nothing in this Agreement shall constitute either party as the employer, employee, partner or joint venturer of the other party. Neither the Client nor Designer has any authority to assume or create any obligation or liability, either expressed or implied, on behalf of the other.

5. INTELLECTUAL PROPERTY

5.1 Warranty by Client as to Ownership of Intellectual Property Rights. The Client agrees to indemnify and hold harmless the Designer from any and all claims, costs, and expenses, including attorney's fees, due to materials included in the Work at the request of the Client for which no copyright permission or previous release was obtained, or uses which exceed the uses allowed pursuant to a permission or release. CLIENT EXPRESSLY AGREES TO INDEMNIFY AND HOLD HARMLESS THE DESIGNER FOR ANY LIABILITY CAUSED BY THE CLIENT'S USE OF DESIGNER'S WORK TO THE EXTENT THAT SUCH USE VIOLATES THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY.

5.2 Reservation of Rights. All rights to the Work not expressly granted hereunder are reserved to Designer, including but not limited to all rights of ownership to sketches, drafts, comps, or other preliminary materials.

5.3 Domain Name. Any domain name obtained on behalf of the Client will belong solely to the Client. The Client agrees to indemnify and hold harmless the Designer against any claims that a Domain Name applied for, or obtained, violates the intellectual property rights of a third party. The Client warrants that the domain name sought is not a trademark of a third party.

5.4 Display of Work. Client is granted full reproduction rights upon payment in full for the completed Work. The Designer reserves the right to use examples of the Work in portfolios, design publications, educational materials, competitions and for marketing purposes. When used for these purposes and where applicable, the Client will be given credit for usage of the project elements.

6. RIGHTS AND RESPONSIBILITIES

6.1 Termination. Either party may terminate this Agreement by giving 30 days written notice to the other of such termination. In the event that the Work is postponed or terminated at the request of the Client, Designer shall have the right to invoice the Client pro rata for Work completed through the date of the termination request, while reserving all other rights under

this Agreement. If additional payment is due, it must be paid within 30 days of the Client's written notification to stop Work. In the event of termination, the Client shall also pay any expenses related to the Work incurred by Designer and the Designer shall own all rights to the Work.

6.2 Payment Default. Client shall assume responsibility for collection costs or legal fees necessitated by its default in payment.

6.3 Force Majeure. Designer shall not be held liable for breach of contract where that breach was due to software, hardware or electrical failure, natural events such as fire or other events beyond the control of the Designer.

6.4 Pricing of Services. Designer reserves the right to alter its prices, at its discretion, without prior notice and without affecting existing contractual pricing agreements.

7. INTERPRETATION

7.1 Jurisdiction. This Agreement shall be governed by the laws of the State of Maine, which shall claim venue and jurisdiction for any legal action or claim arising from the contract between Designer and Client. This Agreement is void where prohibited by law.

7.2 Survival of Contract. Where one or more terms of the Agreement are void or unenforceable for any reason, all other terms of the Agreement will remain valid and enforceable.

The undersigned parties agree to the terms of this Agreement.

On behalf of Client: _____

Printed name: _____ Date: _____

On behalf of Designer: _____

Printed name: _____ Date: _____