



## **BEAUTIFIQUE (GRAPHIC DESIGN STUDIO), INC.**

### **Standard Agreement Summary for Graphic Design and Marketing Services**

#### **Preliminary Project Plan and Budget**

Quotations are calculated by estimating the amount of time a project will take under typical circumstances and are based on an hourly rate. Two rounds of Client changes and/or revisions are included in this estimation. Additionally, project expenses are estimated and included. *Please note that significant changes and/or revisions above and beyond the initial quote will incur additional fees. A change order form will be issued and billed in accordance with the agreed upon hourly rate. Details of will be outlined once a proposal is submitted.* A preliminary draft of work schedule/timeline can be provided in the beginning stages of a proposal, per Client's request.

#### **Proposal**

A document with the following information will be provided to the Client for approval before design work begins. Proposals and the rates within are valid for 30 days.

A proposal will include:

1. An overview of the Client situation (competitive challenges)
2. Description of the scope of work and specific objectives for project
3. Recap of the total timeline, total fees and total expenses
4. A billing plan: a list of project expenses and when they will occur during the project
5. Appropriate terms and conditions (including payment information)
6. Two lines for authorized signatures at the end of the document (submitted by and accepted by)

*Signed proposals are legal contracts that include details of the purchase agreement such as Terms and Conditions, Intellectual Property Provisions, licensing and other contractual items in accordance with Illinois law. Please read all documents thoroughly upon receipt.*

#### **Work Process**

Two or three initial concepts/creative options will be presented, from which the Client will chose one to pursue. Consult customized timeline outlined in the proposal for work schedule and milestones as details will vary depending on scope of the project.

#### **Terms and Conditions: Payment**

*A complete list of Terms and Conditions will be supplied in the formal proposal. Terms and Conditions in regard to payment are summarized below. 50 percent of total fee + anticipated project expenses due upon acceptance of proposal (signature). Remaining 50 percent + additional project expenses + change orders due at final Client approval. Any pre-paid project expenses that are not employed will be credited.*

Note: "Project expenses" include but are not limited to: professional printing,

stock photography, fonts, color proofs (beyond those included in initial proposal), and priority or “express” fees. Project expenses are subject to industry-standard mark up. Progress billings available upon request.

Net term for invoices is 15 days. A net term of 30 days can be negotiated if 3<sup>rd</sup> party vendors are not involved or if *all* project expenses are paid in full before a project’s completion. The establishment of Client payment terms of “Net 15” is necessary because Client payment must be received in time for the Designer to pay for related project supplies purchased from vendors on terms of “Net 30.” Late payment fee is 1.5 percent per month.

## **Intellectual Property**

*The following section is primarily written for logo creation and illustration. However, applicable elements should be translated to other projects.*

Three types of licenses are available. Before a project begins (or, if 3<sup>rd</sup> party work is to be purchased), licensing needs to be discussed. Rates may vary depending on the exclusivity of the license purchased.

A. License for limited usage, Client may not modify the work. Client shall indicate whether use is print, interactive or environmental. Designer shall have the right to approve usage in terms of category, medium, duration, territory and size of press runs. This license can be exclusive or nonexclusive, depending on terms negotiated.

B. License for unlimited usage, Client may not modify the work. Client shall indicate whether use is print, interactive or environmental. This license is exclusive.

C. License for unlimited usage, Client may modify the work. Client shall indicate whether use is print, interactive or environmental. This license is exclusive.

Original work produced by the Designer is covered by copyright protection, and additional work that could possibly be registered under trademark or patent laws. If a complete transfer of Intellectual Property is agreed upon (exclusive licensing), it is only after a project is completed and paid in full will the transfer rights be given to the Client. Typically, a client will go on to complete U.S. and international registration of copyright, trademark, patent and other rights in its own name. However, a full assignment of rights can be available for an additional fee.

*Note: Although multiple concepts may be presented, only one concept will be taken through to completion and it is only the approved and finished final art that will be delivered and transferred to the Client.*

If intellectual property owned by a 3<sup>rd</sup> party is used in a project (an illustration or photograph, for example), the Client is responsible for respecting any usage limitations placed on the property.

