



www.DesignbyDutchess.com

Client Full Name:

Company Name:

Date:

I am so pleased you have chosen our Graphic Design services for your project. This letter serves as our agreement which will govern our relationship. Its purpose is to clearly communicate what you can expect from us and what we expect from you. If you have any questions after reading it, please call or email so we can answer them. If not, please sign it and send it back to us, keeping a copy for your records. For purposes of this letter, the party who is contracting to receive the services shall be referred to as "Client", and the party who will be providing the services, Sophie Mesters of DesignbyDutchess at Church Hill Road, Kintnersville, PA 18930, shall be referred to as "Contractor"

1. DESCRIPTION OF SERVICES:

a. Service beginning on

- b. Controlling Scope & Cost: At Design by Dutchess we use "services" to clearly set forth the fees, costs, services and any special terms and conditions for each client project or project milestone. In our 2hr live Zoom screen share sessions, we use the "services" as our scope of work for each session. Currently, each 2hr session costs \$160+ tax. There is no minimum number or maximum number of sessions required – the number of sessions depends on you. You decide when it's time for the next session and what you want to design.
- c. Logistics: Full Sessions are 2 hours and are held as online Zoom video conference/screen sharing sessions unless otherwise arranged. We ask that you pay for each session in advance by selecting & accepting the "services" for that session and returning it to us with payment.
- d. Guidelines and Expectations (How Many Sessions To Plan For): Below are some guidelines to help you plan and budget. They are based on our experience and knowing what we need to cover for each kind of project. You may require more time or less time, but we would suggest you think of these as minimums for your own planning.
- e. Process: We have created various agendas, worksheets and exercises to lead you through the design process efficiently and help you be successful. You acknowledge that an important and valuable part of these sessions is the education you will receive, which includes learning foundational principles you will need to understand, at least at a fundamental level, to be successful with this project and your future ones. So while we make whatever necessary adjustments we can to meet your goals concerning what you want to cover each session, we reserve the right to say, "We won't get to that this session" if that is what is required for your ultimate success.
- f. Define the "Services". Contractor will provide the following services (collectively, the "Services"):
 - i. **Logo (~3 2HR SESSIONS)**
 - ii. **Website (~6 2HR SESSIONS)**
 - iii. **Other**

2. PAYMENT FOR SERVICES: Client will pay compensation to Contractor for hourly design services rate of \$80 per hour. Due in advance, to lock in the time. We accept credit cards

through our secure Wix online portal. These billable rates are subject to change; clients with ongoing hourly Projects will be given 30 days' notice of rate increases. Avoiding Surprises: Please be aware that we may bill you at our hourly rate for all questions, correspondence, emails, phone calls or research falling outside the zoom meetings. Will ask permission first.

- a. Your appointment will be held for 48hrs, after you make it. Upon receiving payment, your appointment will be locked in. After 48hrs, with no payment, your appointment will be canceled.
 - b. This compensation shall be payable in two ways:
 - i. For 2hr Zoom Meetings: "Pay As You Go" - pay \$160+tax within 48hrs of making the meeting to lock in the time. Non refundable. Any overage to be paid the same day.
 - ii. For work not done live on zoom meetings- 50% of the estimate due on project start date, and the balance due upon completion of the Services. If the project work time goes over two weeks (due to edits, contemplation, etc) the hourly Services completed, to be paid on a bi-weekly basis (1st and 1th of each month)
3. TERM/TERMINATION. This Agreement works for any services done in 2023, and shall terminate automatically 2023. Either party may exit at any time. Client is still responsible to pay for work hours completed.
 4. RELATIONSHIP OF PARTIES: It is understood by the parties that Contractor is an independent contractor with respect to Client, and not an employee of Client. Client will not provide fringe benefits, including health insurance benefits, paid vacation or any other employee benefit, for the benefit of the Contractor.
 5. WORK PRODUCT OWNERSHIP: Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively, the "Work Product") developed in whole or in part by Contractor in connection with the Services shall be the exclusive property of Client. Contractor may use Work Product in portfolio (website, advertising etc)
 6. CONFIDENTIALITY: Contractor will not at any time or in any manner , either directly or indirectly, use for the personal benefit of Contractor, or divulge, disclose, or communicate in any manner any information that is proprietary to Client. Contractor will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this Agreement.
 7. ENTIRE AGREEMENT: The Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.
 8. SEVERABILITY: If any provision of the Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
 9. APPLICABLE LAW: This Agreement shall be governed by the Commonwealth of Pennsylvania.
 10. LAWYERS: Contractor is not responsible for any of the Clients lawyer fees.
 11. SERVICES LIMITATIONS/EXTENSIONS: The estimate is the average amount of time a similar type of project takes. Final bill will be based on the time spent and can be more or less than the estimate. Things like edits, changes, complexity, add time. Contractor will notify Client when the scope of service exceeds the estimate.
 12. CANCELLATION: If Client is not satisfied with the Contractor's deliverables and discontinues the project under any terms, the Client is still responsible for the TOTAL amount of the work already put into the Services. No refunds on time already worked.
 13. Communications: You are welcome to call if you have questions about scheduling, billing or other non-design matters, and you will not be billed. However, office staff cannot give design advice. If you wish to discuss your project with a design, we ask that you schedule a Zoom/phone call. The reason for this policy is 1) to ensure the designer is prepared for your call and focused on your project when you are speaking with them, and 2) to ensure the designers have adequate time to work on clients' projects in a timely manner with minimal interruptions. We truly believe your cooperation with this policy will result in better and faster results in your project. Our normal office hours are 9-5, but we usually can schedule earlier or later appointments in advance.

14. Non-Billable Communications: There is no charge for communications solely concerning invoices or billing. If you are not sure whether a communication is billable, please ask at the beginning of the communication – we always appreciate the opportunity to clarify billing questions.

I am pleased that you have decided to engage us for our design services and am looking forward to working with you. If you have any questions about the terms of this engagement, please don't hesitate to call me.

This Agreement is being executed by e-signature or on paper in duplicate. If you are signing on paper, please send one copy back to us with your retainer and keep the other copy for your records.

Please indicate your acceptance of the terms of this engagement agreement by signing where indicated below and returning the signed Agreement to us. If you are e-signing, the system will do this automatically. The signed Agreement must be received before your first session. We also must receive the deposit before each session.

Design by Dutchess will abide by the terms and expectations set forth above.

By my signature below, I hereby agree to the terms and conditions regarding the payment for graphic design services described above.

PARTY CONTRACTING SERVICES BY

Signature:

Type Name Here:

Phone:

Email:

PARTY PROVIDING SERVICES BY MEMBER OF DESIGNBYDUTCHESS.COM SOPHIE MESTERS |
609 933 3334 | DesignbyDutchess@gmail.com



SIGNED NAME

Thank you for your business!