

Your Logo

BRAND DESIGN AGREEMENT

Your Company Name

Address
phone

CLIENT:

PHONE:

AUTHORIZED CONTACT:

SITE:

BRAND/WEBSITE CMS SYSTEM AGREEMENT

AGREEMENT

This Design ("Agreement") is entered into between the above-listed parties for the creation of custom corporate brand graphics including logo, fonts, packaging, etc. By entry into this Agreement, the parties agree to be bound by the following terms:

This Agreement is for the creation of a functional brand assets and is inclusive of messaging, color ways, application and uses.

INITIAL CONCEPT DIRECTIONS + FINAL STATIC DESIGN

Once the initial deposit is received by Pixel Productions, we begin work to provide initial logo mark directions. We may work on supporting elements such as master patterns at the same time as the logo to help visualize the end use. During this process, communication between Pixel and the Client is crucial to ensuring the ultimate publication will match the Client's taste and needs. We will work with you to ensure that one final logo and brand direction is completely to your satisfaction.

CLIENT INVOLVEMENT AND APPROVAL

{YOUR BUSINESS} prides itself in providing excellent customer service. To that end, we encourage input from the Client during the design process. Initial design work will be made available for the Client's viewing and approval. Communication between {YOUR BUSINESS} and the Client is crucial to ensure that the ultimate publication will match the Client's taste and needs. The project scope included in this Agreement is based on Client's representations of Client's tastes and needs, for which Client accepts full responsibility for communicating to {YOUR BUSINESS}.

WORKFLOW & TIMELINE

Initial concepts will be provided within 3 weeks of entry into this Agreement. Total Project Time estimated at 10-15 weeks. Our ability to provide a completed project depends upon receiving input and feedback from Client and thus time for completion of the Project may vary.

Applying the logo and brand graphics

Once one final direction is approved to proceed with, we will begin applying the approved brand graphics to your product packaging. In a similar manner to the initial concept phase, we will concept directionals to show you how your brand will be applied to the actual product. We will review these layouts with you and make any necessary changes to be applied to "press ready" art for labels, packages, marketing materials or any other necessary items.

COMPLETION & Printing

We will need to establish the final production sizes, quantities and methods of packaging/printing before we can supply printing prices. Once we have final sizes for labels, boxes, displays etc. we will set up artwork to press ready specifications that you can take to any printer or can be printed by us.

NECESSARY ITEMS

We could Require physical samples of the product and contents in order to create accurate press ready art for packaging and product photography.

FIXED RATE PRICING BREAKDOWN

PLEASE NOTE:

This proposal includes design and development prices up to production ready art, but does not include printing or production pricing as actual items, sizes, and materials will need to be determined before providing any production pricing.

DESIGN & DEVELOPMENT

- \$3,300.00

- Initial logo concepts and development.
- Design and development of Supporting brand elements & graphics.
- Logo files provided in all necessary formats ie:
 - vector art, source files, web files
- Branding elements ie:
 - backgrounds, patterns, textures, colors, fonts, usage on apparel.
- (1) Package Product Design:
 - initial product packaging layout for one product ie: cookie, granola bar, oatmeal cup, etc. to help flush out brand application.
 - Includes (1) 3-D mockup of product packaging & and (1) master press ready art file.
- Business Card Design & Layout

PACKAGING CONSULTATION

- \$1,300.00

Packaging consulting for 20 hour block of time in order to acheive the following production sourcing and set up items:

- Initial research and cost negotiation with manufacturer.
- Procure white dummy samples
- Set Up of packaging specs, die lines, and packing requirements

PACKAGING DESIGN

- \$85/HR

Initial concepts and development for product line roll out.

- 3-D package rendering for presales and website usage.
- Press Ready Art Set Up to Manufacturer Specs

POP DESIGN

- \$110/HR

- We typically price point of purchase display design, tradeshow booth display design at our hourly rate once the branding elements are developed. Once the core brand elements are developed we can work quickly to layout supplimental marketin assets.

PLEASE NOTE:

Upon final payment all artwork and rights to the artwork including logo, images, patterns will belong to you.

PAYMENT TERMS

Client shall pay 1/2 of the total fixed-rate cost prior to commencement of work by {YOUR BUSINESS} as a non-refundable deposit. {YOUR BUSINESS} shall invoice the final 1/2 of the total fixed-rate cost upon completion. Invoices shall be immediately due and payable. After final payment is received all assets will be supplied to client.

Any changes to the work included in the Proposal must be made by written change order. To be effective, a change order must be completed by the following method: (i) A written change order prepared by {YOUR BUSINESS} must be signed by both {YOUR BUSINESS} and Client and returned to {YOUR BUSINESS} within two (2) days of its delivery to Client; (ii) {YOUR BUSINESS} shall have the sole discretion to choose how to implement changes described in any particular change order. The change order shall specify the change in work, the additional cost to Client for the change, and any impact on the project schedule; (iii) Any additional cost to Client shall be due and payable by Customer at the time the change order is executed. Pixel shall have the option to withhold commencement of work required by the change order until payment is received. Any signed change orders executed pursuant to this Agreement are incorporated herein by this reference.

CONTENT, OWNERSHIP, ACKNOWLEDGEMENTS

The Client unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to {YOUR BUSINESS} for inclusion in the Client's website & branding are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements, and will hold harmless, indemnify, and defend Pixel and its subcontractors from any claim or suit arising from the use of such elements furnished by the Client.

{YOUR BUSINESS} certifies that all delivered items and website content (inclusive of text, graphics/images, code, etc.) provided are being purchased outright by the Client and the Client will retain copyright ownership of these assets including design. Pixel certifies that these elements do not infringe upon the rights of other parties, and will be free of royalties, licenses, hosting or maintenance fees and the like.

In the event there are exceptions to the foregoing, {YOUR BUSINESS}, to the extent they are known, shall disclose such exceptions in this proposal or subsequent documentation, identifying the specific rights limitations and all associated costs including but not limited to royalties, license and maintenance fees.

{YOUR BUSINESS} will immediately notify the Client in writing if, during the course of the project any additional exceptions or fees arise. This includes but is not limited to rights limitations, royalties, license fees, or other costs associated with proposed content. Content subject to such constraints will not be incorporated into the project without Client's written consent.

CONTENT & PHOTOGRAPHY

Content - Includes text, logos, data sheets, pdf's, Video and images.

{YOUR BUSINESS} will be responsible for design and UX flow of content made available to {YOUR BUSINESS} at the time of project initiation. Any new text, images, videos or other content developed by Client during the design and development phase can be added by {YOUR BUSINESS} to replace any existing content. Any content that requires the addition of new pages (informational or otherwise) must be disclosed to {YOUR BUSINESS} prior to the mutual acceptance of this proposal or may not be covered by the fixed-rate specified in this proposal.

*We will provide a separate proposal for your custom photography needs.

If you require stock photography {YOUR BUSINESS} will help you source images and purchase stock photos upon approval by Client. These will be assessed in addition to the fixed-rate price.

CHANGES AND ADDITIONS

Any changes or additions to the website that require work beyond that which was outlined in the Proposal will require a change order as outlined in the payment terms section.

MEETINGS AND CALLS

Time spent in meetings and calls (aside from those related to the work provided for in the Proposal) with Client is considered billable time.

PROJECT DELAYS / ABANDONMENT

If {YOURBUSINESS} is unable to complete its work due to a delay caused by Client (at {YOURBUSINESS} discretion), Client authorizes {YOURBUSINESS} to invoice client for an amount due commensurate with the progress made and time invested to that point, and Client agrees to honor such invoices, which shall be immediately due and payable. Client acknowledges that, in such cases, any remaining work may need to be rescheduled, as {YOUR BUSINESS} time may be allocated to other clients. In extreme cases, such as project abandonment by Client, {YOUR BUSINESS} may terminate the agreement. Client acknowledges that, if an abandoned project is reopened, a new scope, timeline, and fee structure will apply.

CLIENT DEFAULT. Upon a default by Client for failure to remit payment pursuant to the terms of this Agreement, {YOURBUSINESS} may immediately stop work on the website and suspend further work if payments are not made to {YOURBUSINESS} in accordance with the Payment Terms. Upon the insolvency or bankruptcy of Client or default by Client for breach of any other term of this Agreement, including termination of this Agreement for any reason other than a breach of this Agreement by {YOURBUSINESS} shall be entitled to retain any payments already made by Client and may recover from Client all other damages allowable under law, including labor costs, design costs, materials purchased, and fees for any services provided prior to termination. In the event of default, {YOURBUSINESS} shall provide Client with written notice of the breach and a 14-day right to cure.

DISCLAIMER OF WARRANTY; LIMITATION OF DAMAGES; WAIVER OF LIABILITY

{YOUR BUSINESS} agrees to deliver graphic design services and brand assets per the scope of this agreement, as of the date of delivery. In no event shall {YOUR BUSINESS} be liable for any damages arising from the use of the work developed under the terms of this Agreement. Aside from those representations included herein, {YOUR BUSINESS} makes no representations or warranties as to the condition of the website.

THE SERVICES AND THE WORK PRODUCT OF {YOUR BUSINESS} ARE SOLD "AS IS"; {YOUR BUSINESS} DOES NOT WARRANT THE SOFTWARE / PRODUCTS / SERVICES DESCRIBED HEREIN TO OPERATE ERROR FREE OR FREE OF DEFECTS OR THAT DATA LOSS WILL NOT OCCUR. IN ALL CIRCUMSTANCES, THE MAXIMUM LIABILITY OF {YOUR BUSINESS}(INCLUDING ITS AGENTS) TO CLIENT FOR DAMAGES FOR ANY AND ALL CAUSES WHATSOEVER, AND CLIENT'S MAXIMUM REMEDY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO THE FEES PAID TO {YOUR BUSINESS} WITH RESPECT TO THIS AGREEMENT. CLIENT SHALL NOT BE ENTITLED TO THE REMEDY OF SPECIFIC PERFORMANCE FOR A BREACH OF THIS AGREEMENT BY {YOUR BUSINESS}. IN NO EVENT SHALL {YOUR BUSINESS} BE LIABLE FOR ANY LOST DATA OR CONTENT, CORRUPTED DATA OR CONTENT, LOST PROFITS, BUSINESS INTERRUPTION OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR ATTORNEY'S FEES, ARISING OUT OF OR RELATING TO THE MATERIALS OR THE SERVICES PROVIDED BY {YOUR BUSINESS}, EVEN IF {YOUR BUSINESS} HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

FORCE MAJEURE

Notwithstanding any other provisions of this Agreement, if a party is unable to perform an obligation (other than to make payment when payment is due) due to the occurrence of an event or condition beyond such party's reasonable control, such as, but without limitation, drought, acts of God, strikes, civil disorder, war, or any like cause beyond its reasonable control, then such party's performance shall be excused to the extent and for as long as the force-majeure condition prevents such party's performance in the exercise of reasonable diligence.

GOVERNING LAW

The formation, construction, performance and enforcement of this Agreement shall be in accordance with the laws of the United States and the state of Oregon without regard to its conflict of law provisions or the conflict of law provisions of any other jurisdiction.

DISPUTE RESOLUTION

In the event of a dispute arising out of this Agreement, the parties agree to attempt to resolve any dispute by negotiation between the parties. If they are unable to resolve the dispute, either party may commence mediation and/or binding arbitration through the Arbitration Service of Portland, Inc., or other forum mutually agreed to by the parties. If {YOUR BUSINESS} is the prevailing party in any dispute resolved by binding arbitration or litigation, {YOUR BUSINESS} shall be entitled to recover attorneys' fees and costs. In all circumstances, the parties specifically consent to the local, state, and federal courts located in the state of Oregon, County of Jackson.

The parties hereby waive any jurisdictional or venue defenses available to them and further consent to service of process by mail. Client acknowledges that {YOUR BUSINESS} will have no adequate remedy at law in the event Client uses the deliverables in any way not permitted hereunder, and hereby agrees that {YOUR BUSINESS} shall be entitled to equitable relief by way of temporary and permanent injunction, and such other and further relief at law or equity as any arbitrator or court of competent jurisdiction may deem just and proper, in addition to any and all other remedies provided for herein.

SEVERABILITY

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision shall be omitted or changed and the remaining provisions of this Agreement shall remain in full force and effect and shall be interpreted to best accomplish the objectives of the original provision to the fullest extent allowed by law.

TERMINATION

Upon expiration or termination of this Agreement: (a) each party shall return or, at the disclosing party's request, destroy the confidential information of the other party, and (b) other than as provided herein, all rights and obligations of each party under this Agreement, exclusive of the services, shall survive.

Notices. All written notices required by this Agreement shall be sent by mail to the address for the Party listed on the following page.

Your Logo

BRAND DESIGN AGREEMENT

Entire Agreement. This Agreement constitutes the entire agreement between {YOUR BUSINESS} and Client with respect to the matters contemplated herein, and there are no agreements, understandings, warranties, or representations between {YOUR BUSINESS} and Client except as set forth in this Agreement. This Agreement cannot be amended except by written instrument executed by both {YOUR BUSINESS} and Client.

AUTHORITY TO ENTER INTO AGREEMENT

The Parties each represent that they are authorized to enter into this Agreement and have had the opportunity to consult with their own attorney(s) in advance of executing this Agreement.

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed on the date indicated below.

{YOUR BUSINESS}. (“{YOUR BUSINESS}”)

ADDRESS
PHONE
EMAIL

CLIENT

By:

Name:

Title:

Date:

By:

Name:

Title:

Date:

Please sign and mail back to {YOUR BUSINESS}.

Thank you for choosing {YOUR BUSINESS}.
ADDRESS AND PHONE