

## PROJECT AGREEMENT

### Terms:

Fees quoted include strategy meetings, development of project; concept, beta, normal process edits, corrections of proofing errors during normal approval process, edits/changes generated by written/e-mail request, vendor liaison, testing (if required), delivery, & closure.

### Fee Breakdown:

Project Setup/Advance ..... 1/2 scoped fee (*acts as closure fee*)  
Completion..... Remainder of fee, 10 days net

*All final invoices are due within 30 days, and will be sent as an e-mail reminder.*

All fees and costs are estimated based on Client (*hereafter referred to as Partner*) survey, discussion, and instructions. Changes in scope of work and/or project specifications after signed approval of agreement require a revision of the project scope and reevaluation of the fees. Changes necessitated by Partner revisions and/or additions following approvals at each milestone, other than Designer's error, will be discussed, re-scoped and decided upon prior to taking place. Overtime, rush, and holiday work necessitated by Partner's directive is billed in addition to the fees quoted.

*Closure fee:* Should project be terminated after work has commenced and advance has been received for reasons that are out of Designer's control, Designer will retain full advance fee as a project closure fee.

### Rights:

*Images:* Use of images provided by the Partner are expressly the **Partner's responsibility: Partner must receive and maintain permissions for use of logos, photos, stock images, in-house graphics, articles/text, ads, etc.** Designer will not be held accountable and may require a signed indemnity of copyright from Partner.

*Permissions:* All rights to the use of the mechanicals transfer to the Partner, but StudioB/Bast Media reserves the right to show file copies after publication as portfolio needs require. All samples and ideas will be treated with confidentiality. Ownership of mechanicals (and responsibility for filing/storage) transfers to Partner upon full payment of all fees and costs.

### Process:

The Designer's ability to meet deadlines is predicated upon the Partner's provision of all necessary information and signed approvals in a timely manner. Partner is responsible for providing a sole and final authorizing signer for this agreement, project sign-offs, and for Partner-based cost overruns. *Note: Designer will not make changes unless requested in writing.*

Partner/Manager is responsible for providing clear, accurate, and thorough information when working with the Designer to set the project's scope. Partner/Manager is also responsible for communicating change requests in writing, and for doing a "run-through" approval of product 2-3+ business days before final due date of project, at Partner's and Designer's convenience.

### Agreement:

The information contained in this proposal is valid for sixty days. Proposals approved and signed by the Partner are binding on the Designer and Partner commencing on the date of the Partner's signature and receipt of advance fee.

*This serves as a project initiation agreement. Signatures and advance fee indicate that StudioB/Bast Media, Inc. personnel may begin work as stated on signed project scope/timeline, with the expectation that the balance will be paid upon satisfactory milestone completion and invoicing of project. Additional Partner/ StudioB project team responsibility information is contained on the reverse of this form.*

If the foregoing meets with your approval, please sign two copies of this letter to make this a binding contract between us.

\_\_\_\_\_  
CLIENT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Lisa Bothell/Bast Media, Inc./StudioB

\_\_\_\_\_  
DATE

## PROJECT RESPONSIBILITIES

**Project and payment accrual becomes active when:** contract and timeline have been signed by the client and designer, when the project worksheet has been initialed by the client and designer, and when designer has received the agreed-upon advance fee.

### Project is completed when:

- Prearranged and agreed-upon criteria of the signed timeline and signed contract are met: due date, design, assembly, presentation, content, etc.
- Client has approved finished copy.
- Client has taken finished copy for client's portion of project completion.
- Project has been invoiced and/or Project has been paid for.

### Designer Responsibilities:

- Clarify and detail expectations of project, including level of designer's responsibility for content, text, image requisition, resources/supplies needed, presentation, etc.
- Keep open communications with the client & to contact production vendors for technical details if necessary.
- To meet or beat the expected deadline with quality work.
- To make reasonable changes/revisions during course of the project based on client's lead.
- To set and stick to reasonable project parameters, such as content, design requirements, timelines, additional team members, etc.

### Client Responsibilities:

- Set and stick to reasonable project parameters: content, design requirements, timelines, team members, etc.
- Be available if designer has questions/concerns about the provided material, the production methods of project, or the expectations for assembly/design/presentation of the project.
- Be sure that all sign-offs by superiors, divisions or customers are timely, complete, and final.
- Be sure that any required communication and approvals from managers/advisors/clients are clear, correct, up-to-date and done adequately in advance of due dates. This means that any approvals are to be received several days in advance of final due-dates, and any changes based on these approvals must be reasonable based on the parameters of the contracted project, the resources at hand, and the remainder of the timeline.
- The timeline and content of client and managerial communications is the responsibility of the client and respective parties. The designer's job is to assemble/design elements as the client provides and communicates them, not to coordinate client/other party communications. Confusion and redos are outside the parameters of the signed contract and are subject to additional fees.

### Additional Fees:

- When the client/client contacts add substantial workload, resource needs, or rush timeframes to what has been agreed-upon in the signed timeline and signed contract. This may include unexpected content creation or clarification, multiple request for changes by e-mail/phone, addition of team members or project resources, significant redos in the existing and expected content, increase in the estimated size or page count of the project, etc. These needs and their requisite charges will be discussed and agreed-upon in an amended proposal/contract at the time the changes are proposed, and will be subject to an additional per-piece or hourly fee.
- When the timeline of the project is increased due to the client being unavailable for sign-offs, or delays in the sign-off procedures, or client being unavailable when the project scope needs to be adjusted.
- When the designer is required to front any funds, cover any fees, use fee-required resources/equipment (outside of designer-based emergency), or purchase any materials, resources or supplies not agreed upon in the signed contract. Fees will be paid prior to designer expenditure; designer will not make purchases without client authorization, even if client is unavailable during peak project worktime.
- When the client has approved and finalized the final product, and decides after closure to make changes, especially rush changes.
- Project has been invoiced and/or paid-for and is therefore closed.
- Fees include: coverage for required additional resources and materials; additional 1/3 total job fee for rework after job has been finished, approved, and closed; and additional 1/2 total job fee if said changes and adjustments are to be made in a rush capacity - i.e.: 24-48 business hours/off hours. At the discretion of the designer, fees may instead include a per-piece charge and/or some service in-trade that benefits the designer.

Note 1: The Client agrees that the Designer will keep the advance fee if the project ceases after work has commenced.

Note 2: The Client agrees to hold the designer blameless if the designer cannot complete the project due to property, equipment, or bodily harm occurring from of acts of nature or unforeseen accident or disaster. Designer will make all efforts to complete project as scoped, or to arrange for a relief designer to take over if necessary.