



DEFINING YOUR OBJECTIVES

Every organization has a unique objective that drives their decisions. In order for the public to be aware and appreciate what the organization is offering, it is very important that the project objectives are made clear at the beginning of the design process. The designer and client shall work in collaboration to ensure that all materials designed support these objectives.

DESIGN PROCESS

The design process will clarify objectives and preferences of the client and provide the designer with the organization's "personality." Thorough client feedback is essential to the process so no resources are wasted on a concept the client does not like. Process timelines may vary. They are estimates based on experience, but each client is different. Throughout this proposal, justAjar Design Press, LLC will be referred to as the "Designer" and *Client Name* as the "Client." Goal Deadlines are included, but will be subject to change if Client does not supply content when required. These dates are "goals" and may vary depending on the client needs and the pacing of projects. Deadlines may need to be changed due to vendor/production requirements.

Listing your client name only once in the beginning allows you to reuse the template with less chances of accidentally forgetting to change the client name.

VERY IMPORTANT—some clients expect you to start work "on good faith," but you need to protect your time by requiring a signed contact before you start working.

→ **Dates depend on receiving signed contract by September #, 20##.**

Branding Development —The Designer will present three (3) initial logo concepts with supporting material examples to Client. Client will choose one (1) of the three (3) logo concepts and give the Designer any appropriate feedback to finalize concept. One (1) round of logo concept revision is included in proposal, any subsequent revisions may be billed at hourly rate. Client will be notified if any additional charges before they are executed. (Initial Presentation will be made via Skype or thorough email).

Sponsorship brochure — Designer will create an easily printed letter-sized brochure that will outline Earth Day sponsorship levels.

Volunteer/Impact brochure — Designer will create an easily printed letter-sized brochure and accompanying postcard that will be handed out at Volunteer Recruitment events.

Social Media headers — Designer will create and format digital files to use on Facebook and Twitter.

Poster — Designer will create an 11" x 17" promotional poster.

Apparel — Designer will create one (1) design to apply to a T-shirt that will incorporate brand and partner logos.

Service Site Signs — Designer will create signs to note that the site is partnering on Earth Day.

Print Advertisements — Designer will create and format at total of three (3) advertisements to be used for print or online media.

Volunteer Reward Cards — Designer will create small cards to give to volunteers at service sites after they volunteer.



Band line-up poster — Designer will create a large poster that lists the bands playing at the Earth Day Celebration.

Earth Day Celebration Programs — Designer will create one (1) standard program to be displayed as large signs.

LED Screen Signage — Designer will create (3–5 slides) for display during celebration.

Letterpress Poster — Designer will create and print 100 letterpressed posters with custom illustration.

COMPLETION — Once the project is delivered to vendor and production is underway, the project will be considered finished. Upon completion, the Designer will supply Client with digital files of the designs, as well as a final invoice.

This section is important if you think your client will not be very proficient (or efficient) communicating via email.

Additionally, it is important to point out that you are not responsible for spelling mistakes in the written copy provided (unless you include copy writing in your proposal.

→ TRANSMISSION OF INFORMATION

Communication between Designer and Client will include phone conversations, in-person meetings and email transmissions. Files may be transferred via server space supplied by Client. If the Client does not agree to these forms, they need to notify the Designer. The Client will be required to provide written copy, photographs and other content to Designer electronically. They may do so by mailing a formatted CD to Designer, or sending files via email. The Client is responsible for editing written content, the Designer will not be responsible for spelling mistakes. The Client will be given final approval before any production, so mistakes can be caught.

NEVER hand over your files until the client has paid. This is the only leverage you have to get paid.

→ DESIGN OWNERSHIP

On completion of the project and full payment to the Designer, the Client is granted full permission to use their identity and materials as they see fit. If the Client has not paid the Designer in full, the Designer retains the full rights to all their design work and working files, whether or not the Client has physical possession. After the full payment of the project, the Client grants the Designer permission to display their examples of their project designs, Client name, and website address (if applicable) for portfolio purposes only.



It's important that a client knows what they're getting (and not getting) with the design fees.



PROJECT DELIVERABLES

The exact list of the design services requested is included under *Design Process* and include items such as: **logo, apparel, brochures, programs, signage, advertisements and other promotional materials.** The Designer will estimate approximately the amount of time to complete each item, however since not all specifications are supplied by the Client, the project may exceed the estimated time and affect the design fee. Any design work requested outside of this scope will be billed at the hourly rate unless a new contract is written.

DESIGN FEES

The following fee estimates that the listed project scope (above) will take approximately seventy (70) hours of design work with all materials being emailed to the client. If the project requires more than the quoted amount of hours, the Client will be contacted for permission to continue work at the hourly rate. It is assumed by the Designer that all design materials will be submitted digitally and the client will not require the presence of the Designer for presentations, however if meetings (on phone or on site) are required, see below for billing rates. The Designer will at no time exceed estimated fees without Client approval.

Get a client to value your time, by charging for it. Especially if the client is unorganized and cannot write their thoughts down because those phone conversations and meetings can take up a lot of time. Include travel time (and costs) if needed.



Project Design	\$000
<i>*Includes phone conversations.</i>	
Design Hourly Rate	\$00
Meeting (Phone) Rate	\$00
Meeting (In Columbus)	\$000

MATERIAL FEES

Any additional costs, such as the purchase of stock photography or printing costs will be billed to Client after the Completion stage.

RUSH FEE

It is extremely important for the Designer and Client to communicate the schedule fully to avoid any additional rush fees. If the Client requests any service or material to be delivered within five (5) business days, outside the scope of any agreed-upon schedule, the Designer reserves the right to charge a rush fee of 20% of the total design fees.



TERMS OF PAYMENT

The listed percentage of the estimated fees will be requested by Designer. Invoices will be presented after the following design milestones with the expected payment due no later than three (3) weeks after date of receipt. The Designer will at no time exceed estimated fees without client approval.

Design Milestones

ALWAYS require a deposit— it makes the client take the project (and you) seriously.



- **Project Initiation** (Contract Signing)— **25%**
- **Completion** (April)— **75%**

If it is a long project, you may want to bill at several milestones—keep in mind that some clients may take 4–8 weeks to pay you. In general, the bigger the client, the slower the pay.

Project Cancellation: If the Client chooses to cancel the project after the “Concepting” stage is initiated, they are required to pay a cancellation fee of 30% of the total estimated fee and the Designer will keep all original artwork, digital files, disks or CDs prepared in connection with the project.

Payment should be sent to:

justAjar Design Press, LLC
518 6th Street
Marietta, OH 45750

You do not want to have to pay for printing costs (etc.) out of pocket, or you could end up in debt.



VENDOR PAYMENT

Designer will coordinate communication with vendor on behalf of the client, however the client is expected to pay vendors directly. The Designer will not cover costs or bill for vendor services.



CLIENT CONSULTING AGREEMENT & CONTRACT

This Agreement is made this ____ day of _____, 20 ____ by and between **Client Name** [hereinafter referred to as "Client"], and **justAjar Design Press, LLC** [hereinafter referred to as 'justAjar'].

Consulting Services : Service to be performed by *justAjar* for the Client shall include: package design.

Compensation : The Client shall pay *justAjar* for its services as follows:

i) For design work, the Client agrees to pay the quoted fee of **\$0000**.

Billing : *justAjar* will bill at the completion of quoted design milestones. Prepayment, or a deposit may be required for new customers or problem accounts.

Terms : Terms of payment are net 20 days. Accounts over thirty days shall be subject to a charge of 1.5% per month (18% APR) on the unpaid balance.

*Clients need to understand that you have a **RELATIONSHIP**, meaning you cannot be successful without their help.*

➔ **Client responsibilities** : The client is responsible for providing copy, digital files, photographs and other requested files to *justAjar* in a timely manner. *justAjar* is not responsible for editing, proof-reading or copying writing for client content, unless included in proposal. Requested materials should be packaged in the smallest amount of transactions possible, to ensure efficiency. Changes to content past the Project Completion stage will be billed according to quoted hourly rate.

Materials and Ideas : All Client supplied photographs, graphics, designs and design elements remain the exclusive property of the Client. *justAjar* will take reasonable care of all materials entrusted to it on behalf of the Client and shall return them to the client upon request and upon expiration or termination of this AGREEMENT. *justAjar* will not be held responsible for any loss, damage, destruction or unauthorized use by others of such property.

Corporate clients may not let you show their work in your portfolio, so it is important to make it clear that you plan to show their work.

➔ **Creative Rights** : *justAjar* reserves the right to use any designs created for the Client for promotional purposes, such as their promotional website and portfolio, unless otherwise requested by the Client. *justAjar* will not distribute the Client's design or materials to any outside entity, all rights are solely for in-house use.

Indemnification : The client will indemnify and hold *justAjar*, and its employees harmless against any liability, loss, damage or cost (attorney's fees) arising out of any claim, suit or proceeding based on any action taken by *justAjar* on behalf of the Client.

You can choose to not charge a termination fee, but it is important to retain the right to do so in your contract. Depending on how your job is "terminated," you may want to charge the fee (i.e. a difficult client).

➔ **Termination** : This AGREEMENT shall continue indefinitely, at will, until terminated by either party upon written notice mailed or delivered to the other party. The rights, duties, and responsibilities of the parties shall continue in full force until notice is received. After notice is received, the AGREEMENT is terminated. No rights or liabilities shall arise out of this relationship in respect of unfinished work, regardless of any future plans for this work; PROVIDE, however, that the *justAjar* shall be entitled to reimbursement of costs incurred and payment of services rendered prior to expiration of such notice, as well as an additional termination fee of \$150.



Entire Agreement : The agreement supersedes any other agreements, either oral or in writing, between the parties hereto, and contains all the covenants and AGREEMENTS between the parties hereto. Any modification of this AGREEMENT will be effective only if it is in writing by the party(ies) to be charged.

Signature: _____

Date _____

PRINT NAME: _____

Client Name

Client Address

Client email/phone

*I pre-sign the contract,
so all the client has to
do is Sign it and send
it to you to get the job
ready to start.*

Sara Rosenstock

Date: 11/16/15

Sara Alway-Rosenstock

justAjar Design Press



Marietta, OH 45750