

## **PROJECT PROPOSAL: [PROJECT TYPE]**

### **Business Name**

Prepared for: Client

Prepared by: Designer

Contact: Number, Email, Site

## SCOPE & INVESTMENT

Client is hiring Designer to deliver [TYPE OF PROJECT/PRODUCT], including:

- X
- Y
- Z

### **Introductory Meeting: 15-30 minutes**

**1 day: MM/DD**

Brief meeting between Client and Designer to discuss project and determine feasibility.

### **Preparation**

**X days: MM/DD**

Client provides images, concepts, colors, etc. as inspiration and basis for the project. After clearly articulating a vision for Project the design process will begin.

### **Rough Draft: X-X Hours / 1 revision**

**X days: MM/DD**

A rough draft of [PRODUCT] is created based on introductory meeting and preparation material provided by Client. Designer will deliver a minimum of 3 rough draft sketches, Client may request one edit after delivery.

### **Final Draft: X-X Hours / 1 revision**

**X days: MM/DD**

After revision of rough draft, Client selects one image for finalization. Designer will deliver 1 final draft, Client may request one edit after delivery.

**Delivery of [TYPE OF PROJECT/PRODUCT]: X-X Hours**

X days: MM/DD

Designer will deliver the final [PROJECT/PRODUCT] to Client.

**Projects Margin: X Hours**

MM/DD

A project margin to prevent Client and Designer from exceeding estimated amount of hours. This includes time for additional communication, meetings, revisions and unforeseen delays.

**TOTAL TIME:** XX-XX Hours **TOTAL COST:** \$XXX-\$XXX

Project estimate includes hours detailed above, as well as hours for labor, revisions, and communication outside of original scope.

Additionally requested revisions and hours spent outside of project estimate are billed at an hourly rate of \$XX per hour. Client will be notified before incurring any additional costs.

# TERMS AND CONDITIONS

**Estimates.** The timelines, costs, and expenses contained in this Agreement are best estimates based on the information provided. The estimate is a minimum expense and subject to change on the final invoice.

**Payment Terms.** One half of the payment is due upon the project's start. Full form of payment is due within 30 days of the completion. Accepted forms of payment include checks made payable to Karli mailed to [ADDRESS], or directly via Venmo (hotdogsandhighfives@gmail.com). A 1.5% monthly service charge is payable on all overdue payments and Billable Expenses. Karli retains all rights to all intermediate deliverables submitted at each milestone. The grant of any license or right of copyright to the Client is conditioned on receipt of full payment by the Client of the Total amount and all Billable Expenses.

**Default in Payment.** The Client shall assume responsibility for all collection of legal fees necessitated by default in payment.

**Kill Fee.** If for any reason the project is canceled after work has been started Karli shall retain any milestone payments made prior to termination. The Client agrees to pay a 50% fee of all accumulated time spent on the project.

**Client's Alterations.** There shall be no charges to the Client for revisions or corrections or additions made necessary by errors on the part of Karli. Any other changes requested by the Client shall be considered Client's Alterations if they are requested after the acceptance of each deliverable. Any changes and additions not due to the fault of Karli and requested by the Client before the approval of the logo are not considered Client's Alterations. The Client shall be responsible for making additional payments at the rate noted herein for any Client's Alterations and any other changes in original assignment requested by the Client.

**Confidential Information.** Karli acknowledges and agrees that the source materials and technical and marketing plans or other sensitive business information, as specified by the Client, including all materials containing such information, which are supplied by the Client to Karli in the course of designing the logo to be considered confidential information. Information shall not be considered confidential if it is already publicly known through no act of Karli.

**Attribution.** All work completed for the Client may be used for Karli's portfolio to promote his business after the Client has granted permission, or after the Client has used the work in public domain.

**Ownership of Copyright.** The Client acknowledges and agrees that Karli retains all rights to copyright in the subject material, except as noted here: Rights to design transfer to Client upon payment of all fees. Karli retains the right to use the product of this project to promote their business and services after the Client has used the work in public domain.

**Copy Protection.** The Client must protect all final art, which is the subject of this agreement against duplication and alteration.

**Warranty of Originality.** Karli warrants and represents that, to the best of its knowledge, the work assigned hereunder is original and has not been previously published, or that consent to use has been obtained on an unlimited basis; that all work or portions thereof obtained through the undersigned from third parties is original or, if previously published, that consent to use has been obtained on an unlimited basis; that Karli has full authority to make this agreement; and that the work prepared by Karli does not contain any scandalous, libelous, or unlawful matter. This warranty does not extend to any uses that the Client or others may make of Karli's product, which may infringe on the rights of others. Client EXPRESSLY AGREES THAT IT WILL HOLD Karli HARMLESS FOR ALL LIABILITY CAUSED BY THE Client'S USE OF Karli's PRODUCT TO EXTENT SUCH USE INFRINGES ON THE RIGHTS OF OTHERS. The Client warrants and represents that, to the best of its knowledge, any materials provided to Karli are original and have

not been previously published, or that consent to use has been obtained on an unlimited basis; that all work or portions thereof obtained through the undersigned from third parties is original or, if previously published, that consent to use has been obtained on an unlimited basis and that the Client has full authority to make this agreement.

**Limitation of Liability.** Client agrees that it shall not hold Karli or its agents or employees liable for any incidental or consequential damages which arise from Karli's failure to perform any aspect of the Project in a timely manner, regardless of whether such failure was caused by intentional or negligent acts or omissions of Karli or a third party. Furthermore, Karli disclaims all implied warranties, including the warranty of merchantability and fitness for a particular use.

**Modifications of the Agreement.** Modifications of the Agreement must be written, except that the invoices may include, and the Client shall pay, fees or expenses that were orally authorized by the Client in order to progress promptly with the work.

# CONTRACT APPROVAL

If you approve the proposal, please return a signed copy of this document to hotdogsandhighfives@gmail.com and submit a deposit of 50%. Work will commence as soon as the deposit is received.

Designer's authorized signature

Client's authorized signature

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Date

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Client's printed name

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Date