

Thomas Woodhouse

# Project Contract

<b>Client:</b>	The Butchers & Bakers
<b>Project Start Date:</b>	2/22/2021
<b>Project Scope:</b>	Branding, Web Design, Social Media Marketing Assets
<b>Project Point of Contact:</b>	Marissa Stahl-Hodgkins

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This contract was made on Feb. 22nd, 2021 between Thomas Woodhouse and the client listed above.

# Contract Overview

This project contract is an agreement that the Designer (Thomas Woodhouse) will provide a collection of services listed as “Deliverables” within a given timeline and limitations detailed below. The Designer agrees they will remain the sole provider for the term of this project. All work will remain unique, original, and free of any plagiarism.

The agreement between the designer and client will be broken into the following sections with a signature agreeing to the set terms at the end. Please read this document in full as it outlines the course of this project and will set the expectations for everyone involved.

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# Deliverables & Timeline

The work between Thomas Woodhouse and The Butchers & Bakers will cover a variety of deliverables that are clearly defined below alongside their estimated completion date.

Deliverable	Details	Est. Delivery Date
Brand Design Package	<p>Includes:</p> <ul style="list-style-type: none"> <li>• Logo design (Includes 4 round of revisions)</li> <li>• Color palette design</li> <li>• Collateral design (Includes 2 rounds of revisions per item)               <ul style="list-style-type: none"> <li>• Initial menu design</li> <li>• Store sign design</li> <li>• Packaging Design                   <ul style="list-style-type: none"> <li>• Bag design (1)</li> <li>• Box design (1)</li> </ul> </li> <li>• Print ad design (1)</li> <li>• Business card template design</li> </ul> </li> <li>• Branding guidelines               <ul style="list-style-type: none"> <li>• Detailed instructions on how to use designed branding materials for use by The Butchers and Bakers and third-parties</li> </ul> </li> </ul>	End of April, 2021
Social Media Package	<p>Utilizes assets from the Brand Design Package to create the following items to be used for social media:</p> <ul style="list-style-type: none"> <li>• Social media profile and banner image design</li> <li>• Social media post template design (3)</li> <li>• Social media video asset design               <ul style="list-style-type: none"> <li>• Logo animation (1)</li> <li>• Video transition (1)</li> </ul> </li> <li>• Video production for social media assets (2 8-hour shoots)</li> </ul>	End of May, 2021
Website Design	<p>A custom-designed website that incorporates the following page templates for desktop and mobile screens (Includes 2 rounds of revisions):</p> <ul style="list-style-type: none"> <li>• Home/Landing</li> <li>• Menu</li> <li>• Contact</li> <li>• About Us</li> <li>• "Customer Cookbook" catalog</li> <li>• "Customer Cookbook" post</li> <li>• Blog catalog</li> <li>• Blog post</li> </ul>	End of June, 2021
Website Development	<p>The development of a Wordpress content management system (CMS) back-end that supports a custom-built theme for website design. The website development will include support for all major supported browsers (not including Internet Explorer) and will support responsive-design practices to support multiple device sizes. Along with this, the package will include:</p> <ul style="list-style-type: none"> <li>• Website installation to server</li> <li>• Bug fixes and support up to 1 year after project completion</li> </ul>	End of August, 2021

# Pricing & Terms

The pricing for this project includes an itemized breakdown of the total project price and expected payment terms.

<b>Deliverable</b>	<b>Price</b>
Brand Design Package	\$850.00
Social Media Design	\$1,000.00
Website Design	\$600.00
Website Development	\$1,850.00
<b>Total Project Cost</b>	<b>\$3,400.00</b>

## I. Price Additions

As stated in the Deliverables section, each package in this project comes with an allotted amount of revisions. Exceeding this amount will result in an increase in the project price by the following amounts per revision round added:

<b>Revision</b>	<b>Added Price</b>
Logo design	\$100.00
Collateral design	\$50.00
Social media post templates	\$20.00
Video production shoot (8-hours)	\$200.00
Website design	\$100.00

## II. Payment Terms

A one-time down payment of \$100.00 is required before the start of the project with the rest of the total project cost of \$3,300.00 due at the completion of the final deliverable.

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# Intellectual Property Rights

## I. Pre-Existing Intellectual Property

Unless for the Client's benefit, the designer will not use any third party, or any pre-existing intellectual property in connection with this contract. Should the designer use such pre-existing intellectual property, the designer will be obliged to obtain from the third-party owner the right to use such intellectual property and in no way shall be the client be burdened of any inconvenience caused by the designer in the engagement to this contract.

## II. Intellectual Property of the Client

All works and intellectual property as to the product result of the service provided by the designer to the client shall be owned by the client, including 3rd party Pre-Existing Intellectual Property if there is any, as it being incorporated to the deliverables by the designer to the client, with the license including the right to sell, use, reproduce, modify, adapt, display, distribute, disclose, and to sublicense, among others.

The designer may not have any right or interest in any of client's Intellectual property, except for the limited use which is for the benefit of the client.

# Contract Termination

## I. Right to Terminate by Client

The client may terminate this contract and/or an individual, or any open project without liability at any time, upon prior written notice to the designer.

Upon termination, the designer will provide the client a report of the status of any project, in progress or completed, by the designer. The client shall not withhold any payment to designer the equitable amount for the partially completed work in progress and the agreed to price for the completed Services and/or Deliverables provided and accepted before the end of the Agreement. The designer shall return all Confidential Information, including all notes, records or any file to the client which in any way may incorporate Confidential Information provided by client to designer.

## II. Contract Status Definitions

Status	Definition
Active	The project is currently under development following the deliverables and timeline established in this agreement
Paused	The project is not currently under development and all work on this project has been put on hold. Before the contract can be moved back to Active, the client and designer must re-evaluate the project status, deliverables, and timeline.
Completed	The contract can only be marked as Completed once all set deliverables established in this agreement have been completed and the project has been paid in full to the designer.
Terminated	If this contract is marked as Terminated, the project must be paid for the progress made as stated in the "Right to Terminate by Client" section

## III. Contract Status Change Events

Once the project has received the deposit of \$100.00, the status of the project will be set to Active. The contract will remain Active until the project is either completed or terminated by the client or designer. This contract will remain Active with the contingency that the client, The Butchers & Bakers, secures business funding before 1 month prior to the project's estimated completion date (End of July, 2021). If the client has not secured suitable funding by this date, the contract will be set to a Paused status for up to 1 month. For the contract to be moved back to an Active status, funding must be secured and the steps outlined in the "Contract Status Definitions" for the Paused status must be completed in full. If necessary funding is not secured within this 1 month of Paused status, the contract will be marked as Terminated by the designer.

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# Warranties & Liability

The designer warrants that all Services and Deliverables by the designer is free from any defect and is conforming to the specifications required by the client. Likewise, the designer warrants that the work made by the latter is original and does not infringe any trademark, service mark, trade name, secrets, proprietary or copyright of any third party.

No party shall be liable for any damages, loss of data, profits or revenue, cost of capital or downtime costs in any way connected with, the subject matter of the agreement.

## I. Website Development Warranty

This project includes the development of a custom-built website. Along with this deliverable, the following items will be covered for 1 calendar year beginning when this contract's status is set to Completed:

- Bugs associated with existing features laid out in this agreement
- Inconsistencies seen across browsers
- Usability blockers reported by users
- Inconsistencies seen between website design mock-ups and the live site

The website development warranty does not cover the following items:

- Development of new features not detailed in this agreement
- Bugs and issues detected on outdated browsers including all versions of Internet Explorer and any browser version earlier than 2014

# Summary & Agreement

The client shall inspect any of the services performed or deliverables performed by the designer before acceptance. Should the services performed found to be unsatisfactory, The client may require the designer to redo, replace, or repair the work done in order to bring such to full compliance with the requirements, at cost of the designer.

Should any defect be not corrected by re-performance, or fails to promptly conform to the services and/or deliverables as defined by the requirements or specifications, the client may terminate this contract with the designer for services performed and/or Deliverables delivered by the designer and subcontract services to another freelancer or entity.

This Agreement, including the documents attached herein shall constitute the one and the same agreement between the Parties. This Agreement supplants any other previous oral or written commitments, agreements or understanding. Further, this Contract may not be modified, changed, or otherwise altered in any respect except by a written agreement and consent signed by both Parties.

By signing below, the Parties agree they have read, understood, and will comply with the terms listed in this freelance graphic design contract.

## I. Signatures

<b>Client Point of Contact:</b>	<i>Marissa Stahl-Hodgkins</i>
	_____
	2021-02-28
<b>Date of Client Signature:</b>	
	<i>[Handwritten Signature]</i>
	_____
<b>Designer:</b>	
	2021-03-01
<b>Date of Designer Signature:</b>	
	_____



# Signature Certificate

Document Ref.: KNXBT-MEUDB-TPDKM-BB7NB

Document signed by:

	<b>Marissa Stahl-Hodgkins</b> Verified E-mail: mgstahlhodgkins33@gmail.com	
IP: 73.123.133.68      Date: 28 Feb 2021 18:51:17 UTC		

	<b>Tom Woodhouse</b> Verified E-mail: me@thomaswoodhouse.com	
IP: 76.127.236.133      Date: 02 Mar 2021 14:40:58 UTC		

Document completed by all parties on:

02 Mar 2021 14:40:58 UTC

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