



MARIA@MARIAKINNEYDESIGN.COM

JULY 25, 2023

231.620.2535
5365 Riverdale Lane, Lake Ann, MI 49650

ESTIMATE: ALPENA DDA, July-Dec. 2023

1. DDA LOGO/BRAND GUIDE 20 hrs

Includes discovery workshop, 3-5 draft concepts with use examples, and final selection refined with brand guides and multiple file formats. TBD upon board approval. Proposed schedule:

- Discovery: Workshop session (online): *August 8*
- Discovery: Mood boards: *August 17*
- Concepts: First logo concepts reveal (in person): *August 31-Sept. 7*
- Refinement, Round #1: *Sept. 14*
- Refinement, Round #2: *Sept. 21*
- Production and deliverables: *Beginning of Oct.*

2. EVENT BRANDING INTERPRETATION 10 hrs

Includes 2-3 conceptual options of event branding, using outcomes from logo project. Final selection will be rendered into a usable template. Can begin after logo project has passed selection phase. Proposed schedule:

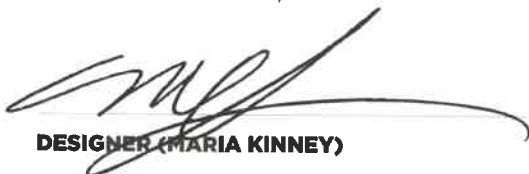
- Concepts: First drafts: *Sept. 14*
- Refinement and deliverables: *Sept. 21*

3. EVENT MARKETING 30 hrs

Each event includes, at minimum, an 8.5x11" poster, Facebook cover graphic, and a social post graphic. (5 hrs each)

- Sidewalk Sales (Event: *Aug. 11* / Deliverables: *July 28*)
- Chili Chowder Cook-off (Event: *Oct. 7* / Deliverables: *Sept. 1*)
- Witches Night Out (Event: *Oct. 21* / Deliverables: *last week of Sept.*)
- Holiday Open House (Event: *Nov. 11* / Deliverables: *first week of Oct.*)
- Visit with Santa (Event: *Dec.* / Deliverables: *first week of Nov.*)
- Cocoa Crawl (Event: *Jan. 2024* / Deliverables: *New Year*)

TOTAL: \$2400 (60 hrs @\$40/hr)


DESIGNER (MARIA KINNEY)

7-25-23

DATE


CLIENT

7/26/2023

DATE

All projects billed at an hourly rate of **\$40/hr**. Invoices to be sent monthly; payment due upon 30 days of receipt. Any change in project scope outlined above requires addendum approving additional costs before moving forward. **ACCEPTANCE OF TERMS** Please see following pages for detailed terms. The Designer as sender and Client as recipient will acknowledge acceptance of these terms either through an e-mail noting written acceptance, or a print or electronic signature on this document, before proceeding with outlined work.

CONTRACT TERMS

MARIA@MARIAKINNEYDESIGN.COM

231.620.2535
5365 Riverdale Lane
Lake Ann, MI 49650

ESTIMATE/COST

1. Proposal

The fees and expenses shown is an estimate and subject to 10% overage. Final fees and expenses shall be shown when invoice is rendered.

2. Expenses

Client shall reimburse Designer for all expenses arising from this assignment, including the payment of any sales taxes due on this assignment, including but not limited to stock photography, artwork and/or material needed for the project. Designer will keep Client apprised of any expenses that reach beyond original estimate prior to purchase.

3. Revisions

The estimate allows for a total of 2 rounds of revisions to each project. Any additional revisions will be billed at a rate of **\$40 per hour.** Designer will keep client informed of each round of revisions as well as when the Client has reached the hourly billing period.

PAYMENT

1. Deposit

Deposit has been waived for this client.

Venmo, Paypal, or check preferred. Venmo payments can be made to **@mariatherese**. Paypal payments can be made to **Paypal.me/MariaKinneyDesign**. All checks are to be made payable to "Maria Kinney". Checks are to be mailed to the following address: **5365 Riverdale Lane, Lake Ann, MI 49685.**

2. Final Payment

Upon project completion, a final invoice will be sent to Client. All invoices are payable within 30 business days of receipt, unless otherwise specified in contract. A \$50 late charge will be billed on all overdue balances for missing each invoice at increments of 45, 60, and 90 days from the date of original invoice. The grant of any license or right of copyright is conditioned on receipt of full payment.

All checks are to be made payable to "Maria Kinney". Checks are to be mailed to the following address: 5365 Riverdale Lane, Lake Ann, MI 49685. Online payment options exist; ask Designer for details.

3. Cancellation

In the event of cancellation of this assignment (after proposal has been signed), ownership of all copyrights and the original artwork shall be retained by Designer and a cancellation fee for work completed and expenses already incurred, shall be paid by the Client. Cancellation fee equals 15% of Client's total proposal. In the event of a cancellation, Client shall return all preliminary or final artwork within 30 days of notice by designer.

4. Default

The Client shall assume responsibility for cost outlays by designer in all collections of unpaid fees and of legal fees necessitated by default in payment; however, in default, will include but are not limited to fees for collection and legal costs.

CONTRACT TERMS (CONT'D)

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OWNERSHIP

1. Preliminary Artwork

Preliminary artwork refers to all conceptual sketches, ideas, rough drafts, and other work contained in the project but not considered final. **Designer retains ownership rights to all preliminary artwork.** In the event of a cancellation, Client shall return all preliminary artwork within 30 days of cancellation. Designer reserves the right to use all preliminary artwork in business promotional materials.

2. Final Artwork

Final artwork refers to client-selected and -approved designs. **Client owns all rights to final artwork upon receipt of payment in full.** If payment is not rendered in full, Client forfeits all rights to artwork and must return all copies within 30 days of notification by designer. **Designer reserves the right to use all final artwork in business promotional materials.**

LIABILITY

1. Code of Fair Practice

Designer warrants and represents that, to the best of his/her 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 Designer has full authority to make this agreement; and that the work prepared by Designer does not contain any scandalous, libelous, or unlawful matter. This warranty does not extend to any uses that Client or others may make of Designer's product that may infringe on the rights of others. Client expressly agrees that it will hold Designer harmless for all liability caused by Client's use of Designer's product to the extent such use infringes on the rights of others.

2. Limitation of Liability

Client agrees that it shall not hold Designer or his/her agents or employees liable for any incidental or consequential damages that arise from Designer'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 Designer or Client, any client representatives or employees, or a third party.

3. Dispute Resolution

Any disputes, in excess of the maximum limit for small-claims court arising out of this Agreement shall be submitted to binding arbitration before a mutually agreed-upon arbitrator pursuant to the rules of the American Arbitration Association. The Arbitrator's award shall be final, and judgment may be entered in any court having jurisdiction thereof. The client shall pay all arbitration and court costs, reasonable attorney's fees, and legal interest on any award of judgment in favor of Designer. All actions, whether brought by client or by designer will be filed in the designer's state/county of business/residence.