



# service agreement

LOGO DESIGN

Prepared for:



Prepared by: Brittany DeMudd

CONTRACT

# Logo Design Agreement

This Contract is between \_\_\_\_\_ (the "Client") and Erin Britt Co. (dba: BrittSoCreative), an Ohio limited liability company (the "Contractor").

## 1. WORK AND PAYMENT.

**1.1 Project.** The Client is hiring the Contractor to do the following:

The Contractor will be designing a custom logo. This will include:

- Moodboard Creation & Exploration
- Two (2) Initial Concepts
- Two (2) Revision Cycles
- A Finalized Logo
  - Vertical and Horizontal Orientation
  - Wordmark and Icon
  - Full Color, Black and White Color Variations
  - JPG, PDF, PNG and SVG File Formats
- Basic Logo Guidelines (One-Pager)
- Guide: How to use your final logo files

Custom logo packages are delivered to you by email via a private link to download all of your files. Once the project is complete, the Contractor can offer additional services at an hourly rate defined below. This covers:

- Native File Release (.psd or .ai, +\$250)

- Web Design Services
- Brand Asset Creation
- Hourly rate - \$125/hour

*\*Any project updates after monitoring will require a new agreement.*

**1.2 Schedule.** The Contractor will begin work on designing the logo immediately once the agreement is signed and deposit is paid. This is expected to take between 2-3 weeks to complete and the projected end date is scheduled for Tuesday, January 24, 2024.

**1.3 Payment.** In return for the above-described logo design, Client agrees to pay the total fee payable in two payments. A logo fee deposit before any work begins and the remaining payment when final logo design is approved. The Client will pay the Contractor:

*Initial Deposit:*

An initial deposit of \$ \$275.00 before work begins. (50%)

*Final Payment*

Final payment of \$275.00 once the final concept is approved by the client. (50%).  
Payment is due to release logo files.

*Additional Hourly Rate (Optional):*

The Client will pay the Contractor an hourly rate of \$125/hr for any additional services. These additional services must be pre-approved by the client. Payment is due at the time of booking/approval of new services to begin services.

## **2. TERM AND TERMINATION.**

**2.1** This Contract is ongoing until the work is completed. If the Client wishes to break the agreement and cancel the project, they will forfeit the project deposit and still be liable to hourly work completed after Milestone 3: Approval of the Moodboard and Project brief.

**2.2** The client has the right to terminate this Agreement if, the Contractor fails to complete the Logo within 30 days of the signing of this agreement or if, illness or injury, or events beyond our control causes a delay of more than 60 days from the agreed delivery date.

## **3. REPRESENTATIONS.**

**3.1 Overview.** This section contains important promises between the parties.

**3.2 Authority To Sign.** Each party promises to the other party that it has the authority to enter into this Contract and to perform all of its obligations under this Contract.

**3.3 Contractor Has Right To Give Client Work Product.** The Contractor promises that it owns the work product, that the Contractor is able to give the work product to the Client, and that no other party will claim that it owns the work product. If the Contractor uses employees or subcontractors, the Contractor also promises that these employees and subcontractors have signed contracts with the Contractor giving the Contractor any rights that the employees or subcontractors have related to the Contractor's background IP and work product.

**3.4 Contractor Will Comply With Laws.** The Contractor promises that the manner it does this job, its work product, and any background IP it uses complies with applicable U.S. and foreign laws and regulations.

**3.5 Work Product Does Not Infringe.** The Contractor promises that its work product does not and will not infringe on someone else's intellectual property rights, that the Contractor has the right to let the Client use the background IP, and that this Contract does not and will not violate any contract that the Contractor has entered into or will enter into with someone else.

**3.6 Client Will Review Work.** The Client promises to review the work product, to be reasonably available to the Contractor if the Contractor has questions regarding this project, and to provide timely feedback and decisions. The contractor is not responsible for any mistakes or errors after the client has reviewed and approved the work.

**3.7 Client-Supplied Material Does Not Infringe.** If the Client provides the Contractor with material to incorporate into the work product, the Client promises that this material does not infringe on someone else's intellectual property rights.

## 4. Ownership:

The Client has the right to use their new logo design in all media useful for their business promotion. The contractor asks that the client allows them to display the new Logo Image and business details such as your full name, business name, and website address, for testimonial and promotional purposes in any printed and online portfolios.

**5.1.** The client understand that the final Logo Design belongs to Erin Britt Co. (The Contractor) until it has been paid in full. In the event of termination of this Agreement, Erin Britt Co. owns the Logo and has the right to complete, exhibit, and/or sell the Logo Design if she so chooses. She also owns all the logo design concepts created.

**5.2 Trademarking:** It is also up to the client to do a Trademark search and federal trademark registration if the client wants to register the Logo as the company Trademark. (Start here to learn more about Trademarks:  
<http://www.uspto.gov/main/trademarks.htm> )

## **6. GENERAL.**

**6.1 Assignment.** This Contract applies only to the Client and the Contractor. The Contractor cannot assign its rights or delegate its obligations under this Contract to a third-party (other than by will or intestate), without first receiving the Client's written permission. In contrast, the Client cannot assign its rights and delegate its obligations under this Contract without the Contractor's permission. This is necessary in case, for example, another Client buys out the Client or if the Client decides to sell the work product that results from this Contract.

**6.2 Arbitration.** As the exclusive means of initiating adversarial proceedings to resolve any dispute arising under this Contract, a party may demand that the dispute be resolved by arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules.

**6.3 Modification; Waiver.** To change anything in this Contract, the Client and the Contractor must agree to that change in writing and signing a document showing their contract. Neither party can waive its rights under this Contract or release the other party from its obligations under this Contract, unless the waiving party acknowledges it is doing so in writing and signs a document that says so.

**6.4 Notices.**

(a) Over the course of this Contract, one party may need to send a notice to the other party. For the notice to be valid, it must be in writing and delivered in one of the following ways: personal delivery, email, or certified or registered mail (postage prepaid, return receipt requested). The notice must be delivered to the party's address listed at the end of this Contract or to another address that the party has provided in writing as an appropriate address to receive notice.

(b) The timing of when a notice is received can be very important. To avoid confusion, a valid notice is considered received as follows: (i) if delivered personally, it is considered received immediately; (ii) if delivered by email, it is considered received upon acknowledgement of receipt; (iii) if delivered by registered or certified mail (postage prepaid, return receipt requested), it is considered received upon receipt as indicated by the date on the signed receipt. If a party refuses to accept notice or if notice cannot be delivered because of a change in address for which no notice was given, then it is considered received when the notice is rejected or unable to be delivered. If the notice is received after 5:00pm on a business day at the location specified in the address for that

party, or on a day that is not a business day, then the notice is considered received at 9:00am on the next business day.

If to Contractor: Brittany DeMudd; Erin Britt Co. LLC, 2905 Mayfield Road  
Cleveland Heights, OH 44118, USA

If to Client: Address: \_\_\_\_\_

With a copy to:

**6.5 Severability.** This section deals with what happens if a portion of the Contract is found to be unenforceable. If that's the case, the unenforceable portion will be changed to the minimum extent necessary to make it enforceable, unless that change is not permitted by law, in which case the portion will be disregarded. If any portion of the Contract is changed or disregarded because it is unenforceable, the rest of the Contract is still enforceable.

**6.6 Signatures.** The Client and the Contractor must sign this document using Adobe's e-signing system. These electronic signatures count as originals for all purposes.

Client Signature:

\_\_\_\_\_

Client Name:

\_\_\_\_\_

Date of Signature:

\_\_\_\_\_

Contractor Signature:

\_\_\_\_\_

Contractor Name:

\_\_\_\_\_

Date of Signature:

\_\_\_\_\_