

ALL INFORMATION IN THIS PROPOSAL IS SUBJECT THE THE FOLLOWING TERMS AND CONDITIONS:

PROPOSAL

The terms of this agreement expires 30 days after being submitted to client. If this agreement expires, designer may modify the agreement and resubmit it to client.

COMPENSATION

Client agrees to pay designer the fees listed in the project proposal, including all taxes. Pricing in the project proposal includes only designer fees. Any other costs, such as hosting, printing, art licensing or photography, will be billed to Client.

PAYMENT

Initial payment is is due before any design work begins and final payment is due before any digital files or site is launched. All other invoices are payable within 30 days of receipt. Invoices shall list any expenses and additional costs as separate items.

LATE PAYMENT

A monthly service fee of 1.5 percent, or the maximum allowed by law, is payable on all overdue balances. all grants of any license to use or transfer ownership of any intellectual property rights under this agreement are conditioned on full payment, including all outstanding additional costs, expenses, fees, or any other charges.

CHANGES TO PROJECT SCOPE

If client wants to change the scope of work after acceptance of this agreement, client shall send designer a written change order describing the requested changes in detail. within 10 days of receiving a change order; designer will respond with a statement proposing designers availability, additional fees, changes to delivery dates, and any modification to the terms and conditions. Designer will evaluate each change order at its standard rate and charges. Client will be billed on a time and materials basis at designers hourly rate of \$50 per hour. such charges shall be in addition to all other amount payable under this agreement, despite any maximum budget, contract price or final price identified. designer may extend or modify any delivery schedule or deadlines in the agreement as may be required by such changes. client will have 10 days to respond in writing accepting or rejecting the new proposal. If client rejects the proposal, designer will not be obligated to perform any services beyond those in the original agreement.

DELAYS

Client shall use all reasonable efforts to provide needed information, materials and approvals. any delay by client will result in a day-for-day extension of the due date for all deliverables. any delay caused be conditions beyond the reasonable control of the parties shall not be considered a breach and will result in a day-for-day extension any performance due. each party shall use reasonable efforts to notify the other party, in writing, of a delay. Conditions beyond the reasonable control of the parties include, but are not limited to, natural disasters, acts of government after the date of agreement, power failure, fire, flood, acts of god, labor disputes, riots, acts of war, terrorism and epidemics.

EVALUATION AND ACCEPTANCE

Client shall, within 10 business days after receiving each deliverable, notify designer in writing of any failure to comply with the specification of the project proposal or of any other objections, corrections or changes required. designer shall, within 10 business days of receiving clients notification, correct and submit a revised deliverable to client. client shall, within 15 business days of receiving a revised deliverable, either approve the corrected version or make further changes. If after 3 corrections by designer; client finds the deliverables are not acceptable, client may terminate this agreement subject to the termination clauses of this agreement. If client fails to provide approval or comments during any approval period, those deliverables will be considered approved and accepted. All objections, corrections and changes shall be subject to the terms and conditions of this agreement.

ACCREDITATION AND PROMOTION

Designer shall be entitled to place accreditation, as a hyperlink, in the form, size and location as incorporated by designer in the deliverables on each page of the final deliverables. Designer retains the right to reproduce, publish and display the deliverables in designer's portfolios and websites, in galleries, blogs, design periodicals and other media or exhibits for the purposes of recognition of creative excellence or professional advancement, and to be credited with authorship of the deliverables in connection with such uses.

CONFIDENTIAL INFORMATION

All material considered confidential by either party shall be designated as confidential. confidential information shall not be disclosed to third parties and shall only used as needed to perform this agreement. confidential information shall not include any information that is already known by the recipient, becomes publicly known through no fault of the recipient, or is received from a third party without a restriction on disclosure.

RELATIONSHIP OF THE PARTIES

Designer is an independent contractor. Designer shall determine, in its sole discretion, the manner and means by which the services are accomplished. No agency, partnership, joint venture, or employee-employer relationship is intended or created by this agreement. Neither party is authorized to act as agent or bind the other party except as expressly stated in this agreement. designer and the work product or deliverables prepared by designer shall not be deemed a work for hire as defined under copyright law. All rights granted to client are contractual in nature and are expressly defined by this agreement.

INDEMNIFICATION AND LIABILITY

Client shall indemnify designer from any and all damages, liabilities, costs, losses, expenses or attorney fees arising out of any claim, demand, or action by a third party due to materials included in deliverables at the request of the client. The services and the work product of designer are sold "as is." in all circumstances, the maximum liability of designer; its directors, officers, employees, design agents and affiliates ("designer parties"), to client for damages for any and all causes whatsoever; and client's maximum remedy, regardless of the form of action, whether in contract, tort or otherwise, shall be limited to the net profit of designer. In no

event shall designer be liable for any lost data or content, lost profits, business interruption or for any indirect, incidental, special, consequential, exemplary or punitive damages arising out of or relating to the materials or the services provided by designer, even if designer has been advised of the possibility of such damages, and notwithstanding the failure of essential purpose of any limited remedy.

TERM AND TERMINATION

This agreement shall begin when both parties sign and shall continue until all services are complete and delivered, or until the agreement is terminated. Either party may terminate this agreement at any time, on 10 days prior written notice if the other party breaches any of its material responsibilities or obligations under this agreement and fails to cure that breach during that 10 day period. either party may terminate this agreement at any time, on written notice to the other party, if the other party ceases to conduct business in its normal course; makes an assignment for the benefit of creditors; is liquidated or otherwise dissolved; becomes insolvent; files a petition in bankruptcy; or a receiver, trustee, or custodian is appointed for it. in the event of termination, client shall pay designer for the services performed through the date of termination in the amount of a prorated portion of the fees due. client shall pay all expenses, fees, and additional costs incurred through the date of termination.

PRELIMINARY WORKS

Designer retains all rights in and to all preliminary works. Client shall return all preliminary works to designer within thirty (30) days of completion of the services. All designer tools are and shall remain the exclusive property of designer. Designer grants client a nonexclusive, nontransferable, perpetual, worldwide license to use the designer tools solely to the extent necessary with the final deliverables for the project.

SUPPORT SERVICES

Once the final files are sent and website is launched any other revisions are supported at my hourly rate of \$50. The Designer does not host/maintain/or support the website. The Designer was hired for design and customization.

ALTERATIONS

Alteration of any deliverable is prohibited without the express permission of designer. Designer will be given the first opportunity to make the required alterations. Unauthorized alterations shall constitute additional use and will be billed accordingly.

DISPUTE RESOLUTION

Parties agree to attempt to resolve any dispute by negotiation between the parties. If parties are unable to resolve the dispute by negotiation, either party may start mediation and/or binding arbitration in a forum mutually agreed to by the parties. The prevailing party shall be entitled to recover its attorneys' fees and costs in any dispute resolved by binding arbitration or litigation.

GENERAL

Modifications to this agreement must be in writing and signed by both parties. Failure by either party to enforce any right or seek to remedy any breach under this agreement shall not be construed as a waiver of such rights nor shall a waiver by either party of default in one or more instances be construed as constituting a continuing waiver or as a waiver of any other breach. All notices under this agreement shall be given in writing either by: (a) fax or email, with return confirmation of receipt; (b) certified or registered mail, with return receipt requested. notice will be effective when received, or in the case of email or fax, on confirmation of receipt. rights or obligations under this agreement shall not be transferred, assigned or encumbered without the prior written consent of the other party. This agreement shall be governed by the law of North Carolina if any provision of this agreement is held invalid or unenforceable, the remainder of this agreement shall remain in full force and effect. where possible the invalid or unenforceable provision shall be interpreted in such manner as to be effective and valid under applicable law. Headings and numbering used in this agreement are for convenience and reference only and shall not affect the scope, meaning, intent or interpretation of this agreement, and shall not have any legal effect. this agreement is the entire understanding of the parties and supersedes all prior understandings and documents relating to the subject matter of this agreement.

If terminated, Sara Marshall shall return to me one half the fee (the other half helps pay for the many hours I put into researching and designing the logo samples). I understand that I cannot claim any additional expenses, damages, or claims based on the failure of Sara Marshall to complete the logo.

NOTE: Before you sign below please make sure you understand all of the above agreement and realize that you can negotiate. If you want any changes please send me your suggestions. If this contract is acceptable and you approve your estimate you can pay via paypal or by check {Made out to Sara Marshall or SD Marshall, Inc} if you choose to pay by check please print out and sign two(2) copies of this agreement. Retain one copy of this agreement for your files and mail one copy with your deposit to:

SD Marshall, Inc
Attn: Sara Marshall
320 Greenville Avenue
Wilmington, NC 28403

{DESIGNER SIGNATURE}

{DATE}

{CLIENT SIGNATURE}

{DATE}

*Thank
you*

FOR YOUR BUSINESS!