



Contract for Services Rendered

1. Services Rendered –

Richard J. Shagoury (referred to hereafter as “**Designer**”) agrees to provide the following services to **Client’s Name Here** (referred to hereafter as “**Client**”):

- Website design based on submitted copy and outline
- Uploading/publishing (or physical delivery via storage media) of said website upon completion
- Included minor maintenance, debugging, and corrections to said website for a period of 6 months from initial project delivery date. See section 2 for details of web maintenance policy.
- Design of one 8-1/2” x 11” brochure, double-sided, 4 color.
- Assistance (if desired by Client) in vendor research/production of said brochure.

The terms and conditions set forth in this document constitute the sole agreement between Designer and Client regarding the specific described projects in this document and the Project Outline. Any additional services not specified in the aforementioned documents must be authorized in writing (via waiver, addendum, or change order), or as a separate project and contract.

Designer agrees that estimated completion time will be specified on initial Project Outline sheet. Designer agrees to work expeditiously to complete the project by or before estimated Completion Date. Designer agrees to provide itemized bill for services rendered upon completion or cancellation of project.

See Project Outline sheet for project details and estimated completion times of project(s).

2. Costs and Rates –

Designer and Client agree that services described herein shall be completed for the amount of:

- 40 USD per billable hour for illustration (excluding digital illustration)
- 25 USD per billable hour for digital illustration, graphic design, and other desktop publishing/layout.
- 35 USD per billable hour for web design services required, including incidental graphics, page elements, photographic work, or illustration necessary for the website.
- Additional website maintenance will be performed free of charge for the period specified in Section 1 of this agreement, for maintenance procedures requiring one half-hour or less per incident. Incidents of maintenance, debugging, alterations, or corrections to website requiring more than one half-hour of time are subject to normal billable web design rates during the maintenance period specified in Section 1.
- 25 USD per billable hour for photography (including travel time) and photographic processing, correction, manipulation, printing, archiving, and delivery.

Costs to adhere to estimate(s) provided on Project Outline(s).



(Costs and Rates, Continued)

Client agrees to pay Designer a deposit of 20% of:

1. Proposed cost based on estimated billable hours listed on Project Outline, if proposed costs exceed 1,000 USD
2. Project flat fee as specified herein, if fee exceeds 1,000 USD

No deposit is required for projects with proposed costs of less than 1,000 USD.

Deposits may be waived at the discretion of the Designer. Waiver of deposit must be authorized in writing by Designer and signed by Designer and Client.

3. Payment -

Client agrees to pay to Designer in full (full cost less applicable deposits) upon completion and delivery of the services described herein.

Payments will be considered “delinquent” if not received within 10 business days of the due date specified on the final Work Order or Bill. Delinquent bills will be assessed an additional charge of 50 USD. Delinquency of over 30 calendar days will result in an additional charge of 10% of the original bill amount per month of delinquency. Should collection activities become necessary, Client agrees to pay all fees relating to said activity.

4. Kill/Cancellation Fee –

In the event of cancellation or suspension of services by the Client before completion of project, Client agrees to pay Designer for either:

1. All billable hours for work and services rendered prior to cancellation, less applicable initial deposit as described herein
2. 20% of agreed flat fee or estimated project cost, or forfeiture of applicable initial deposit described herein

Designer agrees that regular check-ins and updates on current project hours accrued will be presented to Client following each completed phase of project.

Cancellation or suspension of services before completion of project will require written notice submitted to Designer, and such notice will void Completion Date of the project. In the event of Client canceling or suspending project or services of Designer, all completed project work, files, sketches, preparations, and other materials furnished by the Designer will remain the sole property of the Designer, and all materials, files, and information furnished by the Client will remain the sole property of the Client.

Client agrees that in the event of cancellation or suspension of project or Designer’s services, use of materials or artwork furnished by the Designer for this project without the consent of the Designer, Client may incur additional fees and/or be subject to legal action.

Client agrees that resumption of project after cancellation or suspension of services will require a new contract, as well as an additional deposit for 50% of the remaining estimated project costs from time of cancellation/suspension to completion of project.



5. Subcontracting –

Designer reserves the right to subcontract other designers, photographers, programmers, printers, and artists for use on this project.

6. Warranties and Liability –

Designer **does not** warrant that the functions of this project will meet the client's expectations of site traffic or resulting business. **In no event** will Designer (or Designer's sub-contractors) be liable to the Client or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of publishing or publication of this project, even if Designer has been advised of the possibility of such damages.

7. Trademarks and Copyrights –

Client unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Designer (for inclusion in web pages or any other project) are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and indemnify Designer from any claim or suit arising from the use of such elements furnished by the Client.

Copyright to additional elements furnished solely by the Designer, including page elements, graphics, logos, buttons, and the assembled work of web pages produced by the Designer is owned by the Designer and any contributing subcontractors.

Client agrees that completed assembly of pages will bear identifiable information attributing design of finished work to the Designer.

8. Usage Rights –

Client agrees that Designer will have permission to reference, display, or print project elements or finished project for portfolio use in print and on the Designer's website. (www.illustratology.com)

9. Authorization for Web Design Projects –

In the case of Web Design Projects, the Client is engaging the Designer as an independent contractor for the purpose of designing a World Wide Web site, herein referred to as "Web Design Project", to be published on the Client's account on an Internet Service Provider (ISP)/Web Presence Provider (WPP) computer, herein after referred to as "Hosting Service", or provided on diskette at the Client's option.

The Client agrees to provide domain, hosting, and login information to the Designer if the Client has procured domain name and Hosting Service independently of the Designer, and if the Designer shall be at any time responsible for accessing Hosting Services for the purposes of uploading completed Web Design Projects (at the Client's option).

During project development and prior to completion/delivery, Web Design Projects may be hosted temporarily under Designer's domain (www.illustratology.com) for testing and review purposes.



(Authorization for Web Design Projects, Continued)

While Designer will make reasonable efforts to design a fully-functional web site, Designer does not guarantee universal functionality or compatibility for AOL browsers, text-based browsers or any requested special effects, scripts, or graphic elements that may not be compatible with some browsers or platforms.

10. This Agreement –

The terms and conditions set forth in this document constitute the sole agreement between Designer and Client regarding the specific described projects in this document and the Project Outline. Any changes to terms, conditions, or services, or additional services not specified in the aforementioned documents must be authorized in writing (via waiver, addendum, or change order), or as a separate project and contract.

The undersigned hereby agree to the terms, conditions and stipulations of this agreement on behalf of his or her organization or business.

This Agreement constitutes the entire understanding of the parties. Any changes or modifications thereto must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date indicated below:

Richard J. Shagoury

Date January 13, 2009

CLIENT Name & TITLE - printed: _____

Client Signature

Date _____