



DESIGNER Jonathan Irving
1900 Pine Street, Apt 208
St. Louis, MO 63103

CLIENT First and Last Name
Street Address
City, ST Zip Code

In consideration of the promises between the parties as referenced herein, the parties agree as follows:

1. AGREEMENT

This Agreement by and between Jonathan Irving ("Designer") and First/Last Name ("Client") is made and entered into as of the last date signed by both of the parties below. Designer agrees to perform the Services and provide the Deliverables as described herein, and Client agrees to pay Designer the compensation as described herein. Deliverables include the production of branding + website project investment. Details for the business branding projects can be found at www.jidesignllc.com/services. These projects have an expected due date of March 31, 2021.

2. SERVICES & DELIVERABLES

The Services to be provided by Designer for projects include: full color & black/white logo, 2 concepts, 2 revisions *before extra charges*, branding guidelines (aka style guide sheet), brand fonts, 6 social media post templates. In addition, we will plan to have approximately 4 one on one branding sessions *via Zoom* for each branding project. These sessions will allow each party to discuss, plan, and execute the desired outcomes of the branding projects. The Deliverables are the work product of the Services. Designer may hire or subcontract with other individuals or entities at will without consent from Client in the creation and provision of Services and Deliverable.

3. UNLIMITED RIGHTS ON PROJECTS

Client shall have unlimited usage copyrights to all copyrightable Deliverables developed by Producer, solely or in collaboration with others, during the term of this Agreement and arising out of or in connection with performing the Services under this Agreement, subject to receipt of payment for the compensation as defined in section 4 "Compensation for Projects." Unlimited usage includes advertising, promotion, internal and external usage, etc. If client desires unlimited usage (i.e. limitedly using the product or service other than described in this contract), a new contract will be created to reflect those desires. Designer shall retain the right to use any future productions in promoting himself and services.

4. COMPENSATION ON PROJECTS

To obtain unlimited usage rights as described in section 3 "Limited Rights on Projects" for all finished projects, Client agrees to pay Producer a total of **\$1,500.00** for performed Services. Designer requires 25% (**\$375.00**) non-refundable downpayment upon Client's signing of contract. Another 25% (**\$375.00**) is due upon delivery of the first branding project to Client. Finally, the last 50% (**\$750.00**) is due upon delivery of the last 2 branding projects.

5. CONFIDENTIALITY

Each party agrees that the terms of this agreement are confidential.

6. SEVERABILITY

If any term of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

7. TERM AND TERMINATION

- a. Term of Contract: Term shall commence once each party has signed the contract and continue until such time as Designer notifies Client in writing that the project is complete. In writing notification can be by email, project management application (i.e. Asana), text message, or a written document.
- b. Upon termination of this Agreement by Client without Designer's fault or consent, Client shall pay Designer, in addition to all of the fees earned by Designer pursuant to the term, an early termination fee equivalent to 40% (**\$600**) of the total remaining fees payable to the Designer, plus any and all expenses and third-party costs reasonably incurred by Designer through the effective date of the termination. If Client desires to terminate this Agreement due to Designer's fault, Client shall give Designer written notice detailing the nature of Designer's fault and the Designer shall have a reasonable period of time (but in no event less than 30 days) to cure such fault. Termination by Client without providing the foregoing notice and cure period shall be considered termination without Designer's fault, as described above.
- c. If Designer is unable to resolve the fault within a reasonable period of time, Client will receive any monies back (except for the non-refundable downpayment of **\$375.00**).
- d. If Client commences any legal action against Designer during the term of this contract, Designer shall have the right to terminate this agreement at his absolute and sole discretion.

8. INDEMNIFICATION

Client agrees to indemnify Designer, and any of its respective successors, licensees, and assigns, from any and all losses, costs, liabilities, damages, and expenses (including reasonable attorney's fees) resulting from any breach by Client of any representation, warranty, and covenant under this agreement. Client will defend the Designer against any and all claims, liability, damages, and costs, including legal fees & expenses, arising out of the use, or misuse, of the Deliverable(s).

9. NATURE OF RELATIONSHIP

- a. This agreement is one of an independent contractor and does not constitute any type of partnership, joint venture or similar undertaking as between the parties.
- b. Client shall not provide Designer or any of his/its employees or agents unemployment, medical, disability, workmans comp or retirement, or be responsible for any local, state or federal taxes. A 1099 will be issued to Designer by Client as an independent contractor under FEIN, and he shall complete an IRS W-9 form to verify the same.

10. COLLECTIONS

Client agrees to pay all reasonable attorney's fees and or other fees or costs if the account is placed with an attorney for collection.

11. FORUM & CHOICE OF LAW

This agreement shall be governed by the laws of the State of Missouri. Any complaint shall be commenced in the Circuit Court of Saint Louis City, and only that court shall have exclusive jurisdiction over this Agreement.

12. NEUTRAL CONSTRUCTION

This Agreement is the result of negotiations between the parties, none of whom have acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the parties hereby waive the application of any rule of law that otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the party who, or whose attorney, prepared the executed agreement or any earlier draft of same. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular and the singular, the plural. The words "hereof," "herein," "hereunder" and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision. The section titles and other headings contained in this Agreement are for reference only and shall not affect in any way the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives:

DESIGNER

CLIENT

SIGNATURE

TITLE

SIGNATURE

TITLE

PRINT

DATE

PRINT

DATE

CONTRACT AGREEMENT