



LouJean Fobert

graphic designer ↪ mixed media artist ↪ book binding
LouJean@Q.com ↪ 971.218.3647

"From ordinary to extraordinary—by design."

I'm located in Salem, Oregon and would love to meet with you and discuss your new identity. It's also easy to work by email, phone, and Skype. I am available most business days during normal business hours. Weekends? Maybe. Evenings? Rarely.

Let me know how best to reach you! Phone, Email, mailing address, other:

Some things to think about as we start discussing your project:

This is not a test! Just a way for me to start getting to know your business and determine how to best represent you to your customers. Answer with any information you think is pertinent.

Why have you contacted me about a new logo and/or branding? *Is there an event coming up? A change in ownership? A new product release or target market you are trying to reach?*

Is this a new brand, a brand refresh/update, or a complete rebrand?

Where will the logo be used? *Print publications, stationery, website, promotional items?*

What's the timeframe? *Is there a hard deadline? Publication, tradeshow, etc?*

Do you have a budget?

Who are the decision makers? *Who will have input into the logo or branding? Who will have veto power?*

How did you find me?



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About the brand:

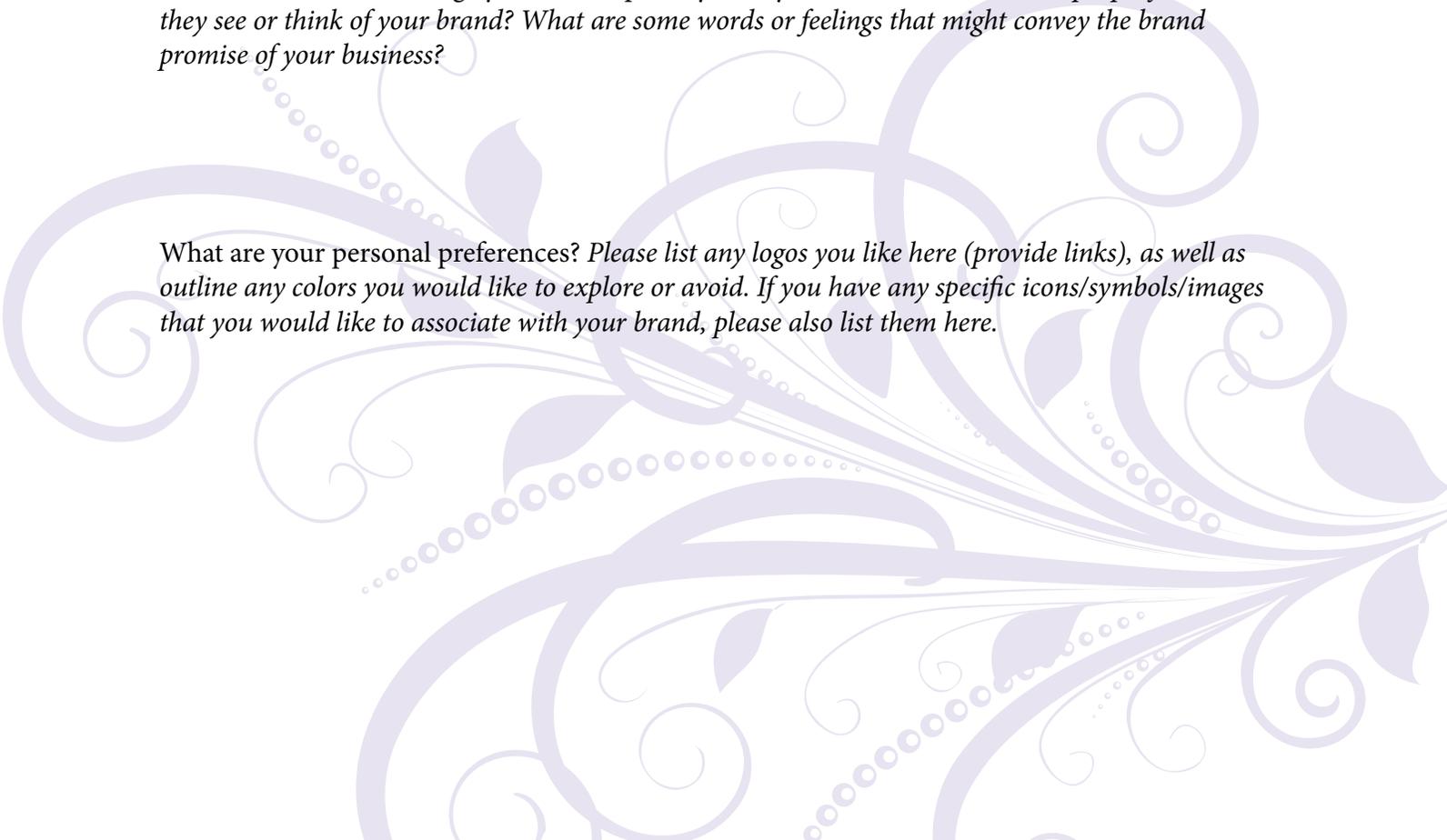
What is your company name? What do you do? Do you have a story/history?

Who are your customers? How do they find you?

Who are your competitors? What sets you apart from them? *Everyone wants to be thought of a professional, and ethical, with a quality product. How are you different? What makes you stand out?*

What is the overall message you wish to portray with your brand? *What should people feel when they see or think of your brand? What are some words or feelings that might convey the brand promise of your business?*

What are your personal preferences? *Please list any logos you like here (provide links), as well as outline any colors you would like to explore or avoid. If you have any specific icons/symbols/images that you would like to associate with your brand, please also list them here.*



Terms

1. Time for Payment

All invoices are payable within thirty (30) days of receipt. A 1.5% monthly service charge is payable on all overdue balances. A non-refundable deposit will be specified and must be paid before work will commence. The grant of any license or right of copyright is conditioned on receipt of full payment.

2. Default in Payment

The Client shall assume responsibility for all collection of legal fees necessitated by default in payment.

3. Estimates

The fees and expenses shown are minimum estimates only. Final fees and expenses shall be shown when invoice is rendered. The Client's approval shall be obtained for any increases in fees or expenses that exceed the original estimate by ten percent (10%) or more.

4. Changes

The Client shall be responsible for making additional payments for changes requested by the Client in original assignment. However, no additional payment shall be made for changes required to conform to the original assignment description. The Client shall offer the Designer the first opportunity to make any changes.

5. Cancellation

Either party may terminate the agreement at any time. In the event of cancellation of this assignment, ownership of all copyrights and the original artwork shall be retained by the Designer, and a cancellation fee for work completed, based on the contract price and expenses already incurred, shall be paid by the Client.

6. Ownership and Usage Rights

The Designer retains ownership of all original artwork, whether preliminary or final, and the Client shall return such artwork within thirty (30) days of use unless indicated otherwise below:

none

Usage rights not conferred in this agreement are reserved to the Designer. Usage

beyond that granted to the Client herein shall require payment of a mutually agreed upon additional fee subject to all terms. Any transfer of rights is conditional upon receipt of full payment.

7. Credit Lines

The Designer shall receive a credit line with any editorial usage. If similar credit lines are to be given with other types of usage, it must be so indicated here:

8. Releases

The Client shall indemnify the Designer against all claims and expenses, including reasonable attorney's fees, due to uses for which no release was requested in writing or for uses which exceed authority granted by a release.

9. Modifications

Modification of the Agreement must be written, except that the invoice may include, and the Client shall pay, fees or expenses that were orally authorized in order to progress promptly with the work.

10. Warranty of Originality

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

11. Proprietary Rights

This proposal has been distributed to you on a confidential basis for your information only. By accepting it, you agree not to disseminate it to any other person or entity in any manner and not to use the information for any purpose other than considering opportunities for a cooperative business relationship with the Designer. This proposal is the property of the Designer. No part of this document, including all original concepts and ideas contained herein, may be reproduced or transmitted in any form, or by any means, electronic or mechanical, for any purpose without the express written permission of the Designer.

If you wish to use any of the original concepts and ideas provided by the Designer herein, you will first offer to engage the Designer to execute the applicable proposal on commercially reasonable terms before offering the project to any other third party.

12. Limitation of Liability

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

13. Dispute Resolution

Any disputes in excess of \$2,000 (maximum limit for small claims court) arising out of this Agreement shall be submitted to binding arbitration with 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 the Designer.

14. Acceptance of Terms

The signature of both parties shall evidence acceptance of these terms.

Consented and agreed to:

Designer's signature: _____ Date: _____

Client's name and title (printed): _____

Authorized signature: _____ Date: _____