



## Proposal: 0000075

9/11/2017

### Client

**Vivian Foster**  
Vivian Foster & VOC Ministries

**E** docvianfoster@gmail.com

Name: Brandyss Adams

Phone: (630) 324-0437

Email: [info@ND-Artistry.com](mailto:info@ND-Artistry.com)

Website: <http://www.ND-artistry.com>

Address: 790 Royal St. George Dr. Suite 141 #129 Naperville, IL 60563

## Payment Structure

***Logo Design*** **\$50**

2 logos at the family/friends discount

Deposit on Start **\$40**

Final Payment Required on Project Completion **\$10**

### PROJECT SCOPE

To work with client to create the product, based on the information provided within the client's initial briefing.

### ON COMPLETION - YOU WILL RECEIVE

Only on receipt of the final invoice – you will receive final digital files created in a program from Adobe's creative suite and/or Corel Paint Shop Pro with any additional versions and variations previously agreed upon (including an optimized version of the logo for use as your Social Media profile avatar) as well as a one-page logo usage guideline.

If you are purchasing a branding kit, you will also receive basic design and artwork for stationery, to include: business card, letterhead, and envelope design. Printing is discounted if you are using Moo.com, Vistaprint.com or reducedprinting.com.

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Is there anything missing on this proposal that was previously agreed? Let me know before signing and paying the deposit. It is critical we both know what is expected from each other prior to starting.

Singing on the dotted line and subsequent payment forms your contractual acceptance of this proposal and the terms therein.



## Payment Details

### DEPOSIT AND FINAL PAYMENT

Due to the fragile and precarious nature of releasing and showing unique ideas prior to being paid, full payment, up front, is the best payment option. If you are able to pay the full amount, please let me know.

10% will be deducted from invoice if full payment is made as a one-time payment up front.

If full payment is not able to be made, then a minimum of 80% is required as set out on this proposal. This is to protect artists' rights and to ensure your sincerity in the design process. For repeat clients, I am able to be more flexible, with only requiring 50% up front.

The final 20% (or 50% if you are a repeat client) is due towards completion of the project. Only when the final payment has been received will any requested files be delivered and full rights to the logo design be transferred.

Please see following Terms for more details.

### PAYMENT REQUIRED TO SECURE PROJECT

I can only secure this project into my schedule on receipt of the deposit. If there is any kind of delay, other projects may take priority. This is not to pressure you in any way, it's just so you know where you stand in terms of scheduling.

Once deposit is received, I will forward a receipt of the payment then be in touch with gathering further information in preparation for the start of the project.

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### PAYMENT METHODS

Preferred methods include credit card payments via Authorize.net, offline payments via bank transfer and PayPal. If PayPal is being used, you will be charged the 2.9% plus \$0.30 USD of the amount that PayPal charges to accept payments.

These payments MUST be taken from the company's secure website at <http://www.ND-artistry.com/order> and will be marked with either your name, company name, or graphic design mockup (your choice) for easy online payments. Otherwise, you will be sent an invoice via PayPal where you can make your payments therein.

### BANK DETAILS

#### American Express Centurion

Account Number: 6220053527915

Routing Number for deposits: 124071889

PayPal: [payments@ND-Artistry.com](mailto:payments@ND-Artistry.com)

### PROBLEMS WITH PAYING?

As this is a significant investment for you, please let me know if you have any concerns or problems paying the full amount at this time. I am open to finding an amicable payment solution if there are any difficulties.



## Property

### **OWNERSHIP and RIGHTS**

All preparation materials, sketches, visuals, including the electronic files used to create the project remain the property of ND Artistry. The final artwork/digital files will become the property of **the client mentioned in this proposal** ONLY upon final payment of the project.

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It is IMPERATIVE that you understand that if final payment is NOT received as agreed and set out in the initial proposal, all designs and concepts will remain the property of ND Artistry until payment is received.

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If there are issues with the final payment, I then reserve the right to reuse or amend any of these ideas for other clients or to be used freely as concepts in my portfolio.

**Should the client attempt to use/modify/alter/replicate or steal any of my ideas without making agreed final payment, I will take immediate legal counsel.**

ND Artistry reserves the right to show any artwork, ideas, sketches created for this project in a portfolio as examples of client work. This can be during the project and also on completion. If you have any specific 'secrecy/stealth mode' requirements, please mention this before agreeing to the proposal.

Final payment ensures that ONLY the agreed logo design becomes the client's property. Any previous ideas/concepts remain the property of ND Artistry, unless any prior agreement has been made.

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## Cancellation

### **TRUST**

Because final products represent both artist and client, I sincerely request that you trust me to do the job you are paying me to do and that you will take on board my suggestions and ideas to be in your best interests. I, in turn, will always have your best interests at heart and trust that you will not micromanage the process, but instead, have a harmonious relationship with the artist.

### **CANCELLATION DURING PROJECT**

If you choose to cancel the project midway through the project, where ideas and proposals have been submitted, refund of previous payment (deposit) is not possible. However, depending on the work completed and overall budget, a portion of the funds 'may' be returned (up to but not exceeding 30% of the deposit).

If I fall ill or am unable to complete the project due to unforeseen circumstances, a portion of the overall budget will be returned. In most cases the complete amount will be refunded. If the work so far completed can be used for another designer to pick up, then a percentage will be refunded based on work completed or any other reasonable suggestion will be considered.

### **PROJECT SUSPENSION**

I reserve the right to suspend any project if a client: interferes with excessive micromanaging, demonstrates a continued lack of trust and inability to move forward after showing more than a reasonable number of unique logo ideas/concepts and/or shows reluctance in paying the final payment.

Fair notice will be given with fair chance to remedy the situation without resorting to project suspension or termination. Any suspension or termination will not result in any refunds.



## TM and ©

### TRADEMARK and COPYRIGHT

Due to the lengthy and often costly procedures required to initiate any form of Trademark, Copyright and legal name search, I am unable to help with this.

**If you require a logo to be trademarked or any works to be copy written, then you must seek proper legal advice.**

### DESIGN UNIQUENESS

I will conduct basic searches on designs created for you and ensure, where possible, that there are no obvious similar designs used by other companies.

However, please be aware, it is impossible to guarantee that a design is unique and has not been thought of by someone else at any point in time.

There is no one single library or database of designs to check with. There is always a risk that a logo design ends up sharing characteristics of a preexisting design. This similarity can be loose or can be frightfully close. It is more than feasible that a logo designed in good faith already exists; more than one person can come up with the same idea in any given time frame and be unaware of the other.

Checking is easier with well-known brands and companies, but becomes increasingly harder, and time consuming, the lower the profile of the company and/or designer responsible.

**I can promise you that I will always do my very best to create a unique and appropriate logo for you, based on your needs.**

What I cannot promise you is that somewhere at some point in the future, someone may spot similarities with another logo. Even big agencies and companies fall foul of this, creating a logo for a big brand only to discover a variation of it exists elsewhere.

### NAMING

You take full responsibility for ensuring that the company/product/name is legally free before work is started. Should any legal issue arise with the naming after the project has been completed, no refunds are possible neither am I responsible for any problems thus arising.

**Please ensure the name you are using is free and legally safe to use before committing to a logo project.**

**Name changes during a project can be exceptionally costly.**

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## ...and finally

### A FEW WORDS

If you are unhappy about the progress of the project, feel we are not finding an appropriate angle, or have any other concerns, then please discuss this with me IMMEDIATELY. I would encourage you to call rather than email as I am very personable. My ultimate goal is to make you happy by giving your business and brand the best possible craftsmanship!

It is crucial that we are both completely clear about the objectives and aims before commencing. Now is the time to be open with your thoughts, doubts and/or concerns.

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### ADDITIONAL COMMENTS/REVISIONS

### SIGNATURES

The following page is where you sign, seal and deliver.



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## Approval of Proposal

By signing you are accepting the terms and conditions contained in this proposal.

### **SIGN AND RETURN**

Once you have signed and filled in the details opposite, please print and return via regular mail. Alternatively, you can return via email.

If you plan on sending this back over email, below is the acceptable ways to do this:

With PDF formatted documents, you can use what is called a Digital Signature. Your signature can be embedded into this page, resaved and emailed back to me. This is as good as a hand written signature.

Otherwise you can scan or photograph your signature with a digital camera/phone, upload the signature to your computer, then copy and paste into the document.

### **WHAT HAPPENS NEXT**

Once you have signed and sent back this proposal, please arrange the first payment so that we can get started with the project. Until this payment is received, I cannot book your project in, and other jobs may take precedence in this time.

On receipt of the signed proposal, I will also forward onto you an invoice for your records and any receipts for payments thus received.

*Thank you for choosing ND Artistry for your marketing and artistic needs.  
We look forward to customizing your brand!*

### **SIGNATURE**

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### **FULL NAME**

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### **COMPANY NAME**

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### **DATE**

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### **PAYMENT METHOD**

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### **DATE 1st PAYMENT TO BE MADE**

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