PRINCIPLE www.designbyprinciple.com

2412 Bartlett St, No. 5
Houston, Texas 77098

713 521 1625
713 521 1605 *(f)*

AGREEMENT FOR CREATIVE SERVICES

This Agreement for *City of Bellaire // Focus Group Study* ("Agreement") is made as of July 20, 2017.

A. Design Firm: **DESIGN BY PRINCIPLE LLC**
2412 Bartlett Street, No. 5
Houston, TX 77098
Telephone: (713) 521-1625
Email: ally@designbyprinciple.com

B. Client: **CITY OF BELLAIRE TEXAS**
7008 S Rice Avenue
Bellaire TX 77401
Telephone: 713-662-8282
Email: phofmann@bellairetx.gov

Please select:
- ☐ a(n) _____ * general partnership
- ☐ a(n) _____ * corporation
- ☐ a(n) _____ * limited liability company
- ☐ a(n) _____ * non-profit organization
- ☑ other Municipality

C. Client's Representative: Paul Hofmann / City Manager

D. Project: See proposal for full description of project and services.

E. Schedule: *Focus Group Preparation : August 2017; Focus Group Held: September 2017*

F. Fees: A preliminary fee of $3,625 for focus group studies and management will bill to kick-off the project; the balance of $3,625 will bill once the focus group has been held in mid-September.

1. SERVICES

A. Principle shall provide the Services for the Project as described in the attached Proposal.

B. Principle's Services under this Agreement do not include services which must be provided by third parties *("Outside Services")*. Client specifically grants to Principle the right to act on Client's behalf to give instructions to any person or entity involved in the Project, such as photographers, illustrators, writers and programmers. Client shall be bound by all such instructions given by Principle within the scope of this Agreement. Client agrees to be bound by any terms and conditions, including required credits, with respect to reproduction of such material as may be imposed by such third parties. Designer will endeavor to obtain for the Client the same reproduction rights with respect to materials that the third parties provide.

C. Client is responsible for proofreading and approval all final text prior to the production of the artwork.

2. SCHEDULE

A. Principle reserves the right to adjust the schedule in the event that Client fails to meet agreed deadlines for submission of Client Materials or granting approvals and to allow for changes in the scope or complexity of Services from those originally outlined by this Agreement.

B. In the event that Client allows the project to remain at a stand still for more than 30 days, Principle will invoice for all services rendered up to that point. Future movement on the project will be re-estimated for Client approval.

3. FEE STRUCTURE AND BILLING PROCEDURE

A. *Fee:* Proposals are structured on a fixed-fee basis as described in section "F" above. Client shall pay a service charge for all overdue amounts at the rate of 2% per month. Requests made by Client for rush creative services (7 business days or less to generate deliverable) will incur a 15% markup to hourly rates applied.

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B. *Materials:* A handling and administrative mark-up of 20% will be applied to all out-of-pocket expenses. Expenditures include, but are not limited to: fonts, ink transfers, presentation materials, shipping, and proofs. These purchases are to be paid in full within 30 days of invoicing and are not included in the aforementioned estimate. Any estimates presented for reimbursable expenses are for planning purposes only. All costs that exceed estimated budget shall be approved by Client before Principle incurs cost.

C. *Revisions and Alterations:* Principle shall keep Client informed of additional services that are outside the scope of the attached Proposal and shall request Client's approval for any additional services which would cause an increase in the Fixed Fee. Such additional services may include, but are not limited to, changes in the extent of work, changes in the complexity of any elements of the Project, and any changes made after approval has been given for a specific stage of design, documentation, or, preparation of artwork.

4. **CLIENT MATERIALS** Client shall provide accurate and complete materials to Principle in a timely manner and shall be responsible for the accuracy and completeness of all so provided. All copy provided shall be in a form suitable for typesetting. Photographs, illustrations, or other visual materials provided shall be of professional quality and in a form suitable for reproduction without further preparation or alteration. Client shall pay all fees and expenses arising from Client's provision of materials that do not meet such standards. Client guarantees that all materials supplied to Principle are owned by Client or that Client has all necessary rights in same to permit Principle to use them for the Project. Client Materials will be returned within 30 days after completion of the Project conditional to receiving the Fixed Fee and other amounts due.

5. **RIGHTS AND OWNERSHIP** All preliminary concepts and visual presentations produced by Principle remain the property of Principle and may not be used by the Client without written permission and are for the exclusive use of the Client's project. Designs created during this period may not be resold or reproduced for the promotion of any other establishment without the prior written consent of Designer. According to the United States Copyright Law, all materials used in the production of this project—including, but not limited to: original artwork, computer generated files, and sketches—remain the property of Principle. Principle will provide all file types needed by the Client for their branding purposes. Client will have full ownership rights to the logo(s), and rights to use anytime, anyplace in perpetuity.

6. **TERMINATION** Either party may terminate this Agreement upon giving written notice to the other. Upon termination of this Agreement by Principle for cause, all necessary and related expenses incurred will be due in full from the Client within 30 days of termination. In addition, the following cancellation fee is requested: (A) cancellation prior to the design phase: 30% of the original fee, (B) cancellation after the work is completed: 100% of the original fee.

7. **MISCELLANEOUS**

A. Principle's services shall be performed in accordance with the American Institute of Graphic Arts Code of Ethics and Professional Conduct for Graphic Designers.

B. This Agreement shall be governed by the laws of Texas.

C. The client shall provide Principle with 10 samples of any finished design pieces mass-produced. Such samples shall be representative of the highest quality of of work produced. Principle shall have the right to photograph all completed designs and to use such imagery for publication, exhibition, social media or other promotional purposes. Where possible, Principle will run a credit in City of Bellaire materials: *Brand Design: Principle (Houston, TX).*

E. This Agreement represents the entire agreement between Client and Designer and may be changed or modified only in writing signed by both parties.

F. Client represents that Client has full power and authority to enter into this Agreement and that it is binding upon Client and enforceable in accordance with its terms. Principle represents that Principle has full power and authority to enter into this Agreement and that it is binding upon Principle and enforceable in accordance with its terms.

Allyson Lack, Partner

Paul Hofmann, City Manager