



# Aua Design Consulting & Services Agreement

This Consulting and Services Agreement (the "Agreement") is entered into between AUA Design and \_\_\_\_\_ (the "Company"), this \_\_\_ day of \_\_\_\_\_, 2010.

AUA Design and the Company agree as follows:

**AUA Design's Scope of Work** | AUA Design will provide the following services for the Company: (the "Scope of Work") Describe the scope of work here.

To complete the Scope of Work, AUA Design and the Company will work through the following process:

**Discovery Process** | The first and most important step is listening. We begin this and every project by listening to develop a solid understanding of the Company's needs and goals, the current state of the Company's unique market niche, and how the Company differentiates itself from the market and the competition.

This process will take between \_ and \_ hours and will occur at the place convenient for both AUA Design and the Company or via e-mail or telephone. At the conclusion of the Discovery Process, AUA Design will provide a written summary (the "Creative Brief") to the Company for the Company's review, comment and written approval.

**Authorized Company Representatives** | The following individuals will represent the Company under this Agreement and the Company agrees that it will make these individuals available as reasonably requested by AUA Design during regular business hours to work on this project:

Add the names, titles, phone numbers and e-mail address for these people.

The following person has final approval authority for the Company and his or her decisions are binding on the Company, and the Company agrees that it will make this person available as reasonably requested by AUA Design during regular business hours to work on this project:

Add the name, title, phone number and e-mail address for this person.

**Creative Design Process** | After AUA Design and the Company complete the Discovery Process, AUA Design will begin the Creative Design Process. Using the approved Creative Brief as a guide, AUA Design

will conduct a brainstorming session to generate ideas that are consistent with the Creative Brief and the Company's desired brand message and brand strategy. AUA Design will use the ideas generated during the brainstorming session to generate broad based ideas for the Company's unique visual and brand strategy.

**Creation and Presentation of Design Concepts** | Using the Creative Brief and information gathered during the brainstorming session from the Creative Design Process, AUA will create and present to the Company at least 3 unique design concepts for the Company's review, comments, written approval and acceptance or suggested revisions, and the Company understand and agrees that revisions are common.

**Revisions** | If the Company requests revisions, AUA Design will listen and digest the Company's feedback and then refine the Design Concept in a manner intended to reflect the Company's comments and desired goals and brand strategy. The Company understands and agrees that the agreed scope of work includes up to 3 rounds of revisions, and Company agrees to pay in advance of subsequent revisions 5% percent of the total contract price for each additional requested revision.

**Delivery of Final Design & Print Production** | Once the Company provides final written approval of the Design Concept, AUA Design will begin print production. AUA Design is happy to work with a printer of the Company's selection; or AUA Design can make printer arrangements if that is more convenient for the Company.

**Proofing** | To avoid confusion, please read this carefully. AUA Design will provide a proof set to the Company for its review, comment or approval prior to production. The Company is responsible for proofing and providing written approval of all designs prior to production by signature or by e-mail; the Company's written approval releases AUA Design of any and all liability in the case of errors of the final product albeit copy errors, graphical errors, printing errors, or other mistakes.

AUA Design and the Company agree that e-mail notice and approvals are acceptable and binding. AUA Design will, as a benefit to the Company, recommend a variance of printers, however, the Company agrees that AUA Design shall not be responsible for any print errors and AUA Design does not guarantee printer discounts, refunds, reprints, or general damages from printers.

Please initial to indicate acceptance of Proofing terms \_\_\_\_\_.

**Payment for Services** | The Company shall pay AUA Design a 50% non-refundable deposit before starting the Discovery Process, and Company agrees to make this payment upon execution of this Agreement. The Company agrees to pay AUA Design at the hourly rate of \$\_\_\_\_\_ / a total amount of \_\_\_\_\_, plus applicable sales tax.

**Payment for Third Party Costs Incurred** | In addition, the Company agrees to pay all third party costs incurred by AUA Design in the performance of this Agreement on a cost plus 15% basis. Third party cost items may include postage, shipping, packaging, delivery, printing, artwork, web programming and development, fonts, photography, and other third party costs of production. The Company agrees to pay within 15 days from the date of AUA Design's monthly Invoice Statements, and before AUA Design releases the Company's artwork or other AUA Design's Work Product for production. The Company understands that AUA Design may have limited usage rights with respect to some third-party content (i.e. photography, fonts, de-

signs, artwork, photography, text, or other content). AUA Design will disclose to the Company any licenses or other limitations, restrictions, or conditions with respect to limited rights content that AUA Design includes within the third-party content.

**Archived Artwork |** The Company agrees to pay in half hour increments for retrieval of archived items for reprint, e-mail, changes, etc. The Company shall be charged according to the then current hourly rate. AUA Design's current hourly rate is \_\_\_\_.

**Independent Contractor |** AUA Design is an independent contractor and nothing in this Agreement creates an employer-employee relationship. It is understood that the Company will not withhold any amounts for payment of taxes from the compensation of AUA Design and that AUA Design will be solely responsible to pay all applicable taxes.

**Confidentiality |** In the course of performing services, the parties recognize that AUA Design may come in contact with or become familiar with information to which the Company may consider confidential. The Company agrees that it shall mark all such confidential information "CONFIDENTIAL". AUA Design agrees to keep all such information confidential and not to discuss or divulge any of it to anyone other than the appropriate Company personnel or their designees or AUA Design's employees or contractors for the purposes of performing under this Agreement.

**Ownership |** Except for third-party content that have limited rights, upon payment in full of AUA Design's final Invoice Statement, ownership, title and all of AUA Design's intellectual property rights in and to AUA Design's Work Product shall immediately transfer and be assigned to the Company. With respect to the third-party content for which AUA Design has limited rights, upon payment in full of AUA Design's final Invoice Statement, all of AUA Design's intellectual property rights in and to such third-party content shall immediately transfer and be assigned to the Company. Any fonts required by the Company for printing in-house or printing not contracted through AUA Design, must be purchased separately by the Company. The Company agrees that AUA Design may use AUA Design's Work Product for portfolio, advertising and marketing purposes.

Upon receipt of the Company's final payment, AUA Design shall deliver to the Company the \_\_\_\_\_  
[master file format].

**Communication & Notices |** AUA Design and Company agrees that e-mail notice and approvals are acceptable and binding under this Agreement. Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, by first-class regular mail, addressed to the other party's last known business address or electronically transmitted via e-mail.

AUA Design's Contact Information

Annya A. Uslontseva

AUA Design

Phone: 206. 617. 7184

E-mail: [annya@auadesign.com](mailto:annya@auadesign.com)

Web: [www.auadesign.com](http://www.auadesign.com)

Company's Contact Information

Contact:

Company Name:

Address:

Phone:

E-mail:

Web:

**Representations and Warranties** | AUA Design represents and warrants that the AUA Design Work Product shall be original creations and that it shall not use the AUA Design Work Product for any other Company. AUA Design represents and warrants that it shall possess sufficient intellectual property rights in and to the third-party content and/or the AUA Design Work Product to transfer such rights to the Company as set forth in this Agreement (other than content that the Company supplies to AUA Design) such that any designs, artwork, photography, text, or other content that AUA Design includes within the third-party content, shall be developed/created by AUA Design and/or properly licensed from its third-party developer/creator/owner, and that in performing the design services, AUA Design represents and warrants that it shall not infringe upon any copyright, right of privacy or personality, or other intellectual property right of any third party.

The Company represents and warrants that it has sufficient rights in and to any content it provides to AUA Design to permit AUA Design to perform under this Agreement without infringing upon any copyright, right of privacy or personality, or other intellectual property right of any third party, and that it shall not use limited rights third party content beyond the scope of such rights. The Company agrees that, upon receipt of notice from AUA Design, it shall defend, indemnify and hold AUA Design harmless from any third party claim (including attorneys fees and costs) alleging a breach of the foregoing representations and warranties.

**Termination** | The Company may terminate this Agreement for cause following 30-day prior written notice and an opportunity to cure. Termination of this Agreement does not relieve the Company from payment of AUA Design's Invoice Statement for fees and costs due up to and on the date of termination. Upon termination of this Agreement, AUA Design shall promptly return all Company provided content to the Company.

**General Terms** | This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and replaces and supersedes all other agreements or understandings written or oral. No modification, amendment, extension, or change of this Agreement shall be binding unless in writing and signed by both parties. The laws of the State of Washington govern this Agreement and the relationship between the parties without regard for its conflict of law principles. If any disputes arise between the parties, they shall meet in person or via telephone and attempt in good faith to resolve the issue.

**Force Majeure** | Neither party shall incur liability, penalty or additional cost due to delays caused by a state of war, riot, civil disorder, fire, labor trouble or strike, accidents, energy failure, equipment breakdown, delays in shipment by suppliers or carriers, action of government or civil authority and acts of God or other causes beyond the control of the parties.

COMPANY \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_