



your hot link  
to a new brand identity

S E R V I C E S

Cynthia Jane Burrill  
Solar Lynx  
8A Prospect St  
Essex Junction, VT 05452  
designer@solarlynx.com  
Ph 802.871.5065

Design Services	Estimated Rate	Description
<b>Business Logo</b>	\$500	Custom Vectorized Logo Illustration. Client is given a cd with files in three different formats (.ai, .eps, .pdf).
<b>Business Lettermark</b>	\$50	In Lieu of a full logo, a custom font can be created for your business name.
<b>Business Card</b>	\$50 using provided logo \$100 without logo	Does not include logo design or stock vectors purchases. If client does not have a provided logo, a lettermark must be created (reason for additional charge).
<b>Web Design</b>	\$1,500 – \$5,000	Programming, stock vector/stock photography, and domain/hosting/ecommerce/web marketing fees are not included (see sample contract). 25% non-refundable design fee required for project commencement. Costs are determined by the number of pages needed in website, amount of programming required, special features added, etc.
<b>Web Updates</b>	\$50/hr with 1 hr minimum	Web updates that take a great amount of time will be converted to a flat rate fee to avoid excessive charges to client & client will be notified prior to commencement.
<b>Ecommerce Shopping Cart Setup</b>	\$500 (1-20 products) \$800 (20-100 products) \$1000 (200 products)	Does not include fees to GoDaddy, Merchant Account Fees or SSL certificate fees (All payable directly to Go Daddy or applicable third party). Updates to shopping cart are billed hourly as a "web update" of \$50/hr.
<b>Product/Location Photography</b>	\$25/hr	Beyond 10 miles range, travel charges will occur. (2 hour photo shoot session comes complimentary with website orders of \$1,500 or more).
<b>Member Login for Website</b>	\$200 - \$300	Programmed by Christopher Dickow of Project 107
<b>Forms for HTML-based Websites</b>	\$60/hr	Programmed by Christopher Dickow of Project 107
<b>Dynamic Website Calendar</b>	\$500	This calendar allows the user to manage all appointments themselves through the web browser and avoids update fees.
<b>Graphic Design Projects</b>	\$30/hr or flat rate fee	Flat rate fees available, depending upon project. Brochures, sign design, menus, banners, nameplates, t-shirts, etc., are all examples of graphic design projects.
		<b>A 25% non-refundable design layout fee is due at signing on all initial services.</b>

# C O N T R A C T

This AGREEMENT is dated and in effect as of \_\_\_\_\_ between \_\_\_\_\_ of \_\_\_\_\_, hereafter referred to as "Client" and Cynthia Jane Burrill of Solar Lynx LLC, hereafter referred to as "Consultant". This agreement is with respect to the design of the \_\_\_\_\_ website, hereinafter referred to as the "Work." Whereas, Consultant is a professional web designer of good standing; Whereas, Client wishes Consultant to create certain Work described more fully herein; and Whereas, Consultant wishes to create such Work; Now, therefore, in consideration of the foregoing premises and the mutual covenants hereinafter set forth and other valuable considerations, the parties hereto agree as follows:

## CONFIDENTIALITY:

The Client and Consultant may disclose confidential information one to the other to facilitate work under this Agreement. Such information shall be so identified in writing at the time of its transmittal, and shall be safeguarded and not disclosed to third parties by the receiving party. Confidential information shall not include information that:

1. Is already known to the party to which it is disclosed;
2. Is or becomes part of the public domain without breach of this Agreement;
3. Is obtained from third parties, which have no obligations to keep confidential to the parties to this Agreement.

## DESCRIPTION OF WORK:

A separate Proposal will describe the Work that is required of Consultant for the Client.

## PAYMENT SCHEDULE:

The full length of this contract is as follows:

Starting date is \_\_\_\_\_ day of \_\_\_\_\_ and estimated completion\* date is \_\_\_\_\_ day of \_\_\_\_\_ for the total amount of \_\_\_\_\_.

Client shall pay Consultant \_\_\_\_\_, as a non-refundable deposit for project commencement.

The balance of \$ \_\_\_\_\_ is due on completion date, and prior to file relinquishment, or upload and/or assembly of website on Client's web server.

## DUE DATES:

Consultant agrees to deliver samples of design on dates as agreed upon in the Proposal. Consultant will make every effort to meet agreed upon due dates. The Client should be aware that failure to submit required information or materials may cause subsequent delays in the production. Client delays could result in significant delays in delivery of finished work and additional charges based on an hourly rate if needed information is not submitted prior to contract completion date.

## FEES & ADDITIONAL SERVICES:

Changes in client input or direction or excessive changes will be charged at the Consultant's hourly rate. Any work the Client wishes Consultant to create, which is not specified in the DESCRIPTION section of this agreement, or in the attached Proposal will be considered an additional service. Such Work shall require a separate Agreement and payment separate from and above that specified in this Agreement.

EXPENSES:

Client agrees to reimburse Consultant or Third Party for any of the following expenses necessary in completion of the Work, unless specifically described in the Proposal as being included in the initial fee: (e.g. Fonts, Printed Proofs, Shipping, Specialty software specific for the Proposal, Stock photography, Stock vector illustration, Meetings in excess of 5, Programming Fees, Hosting/Domain Fees, Ecommerce Hosting/Credit Card Processing Fees, Web Marketing Fees, Member Login Setup, User Registration Setup, Dynamic Calendars and Online Forms. Client will be notified for approval of any of the aforementioned extra expenses prior to being billed.

ASSIGNMENT OF WORK:

Consultant reserves the right to assign other designers or subcontractors to the Work to ensure quality and on-time completion.

RESERVATION OF RIGHTS:

All rights not expressly granted hereunder are reserved to Consultant, including but not limited to all rights in sketches, comps, or other preliminary materials.

PERMISSIONS AND RELEASES:

The Client agrees to indemnify and hold harmless Consultant against any and all claims, costs, and expenses, including attorney's fees, due to materials included in the Work at the request of the Client for which no copyright permission or previous release was requested or uses which exceed the uses allowed pursuant to a permission or release.

COPYRIGHT NOTICE:

Copyright is in Consultant's name.

TERMINATION:

Either party may terminate this Agreement by giving 30 days written notice to the other of such termination. In the event that Work is postponed or terminated at the request of the Client, Consultant shall have the right to bill pro rata for work completed through the date of that request, while reserving all rights under this Agreement. If additional payment is due, this shall be payable within thirty days of the Client's written notification to stop work. In the event of termination, the Client shall also pay any expenses incurred by Consultant and the Consultant shall own all rights to the Work. The Client shall assume responsibility for all collection of legal fees necessitated by default in payment.

The Client and Consultant are independent parties and nothing in this Agreement shall constitute either party as the employer, principal or partner of or joint venture with the other party. Neither the Client nor Consultant has any authority to assume or create any obligation or liability, either express or implied, on behalf of the other.

The undersigned agrees to the terms of this agreement on behalf of his or her organization or business.

On behalf of the Client: \_\_\_\_\_ Date \_\_\_\_\_

On behalf of Consultant: \_\_\_\_\_ Date \_\_\_\_\_

