

# Branding + Website Design Agreement

**Project agreement, between Kayla Elizabeth Czarniecki (herein named as client) and Studio BRESSI (herein named the designer), for the Branding + Website Design Services scheduled to start on 14.4.2023, with a total fee of 4000 EUR.**

## **IN SCOPE PROJECT ORDER**

### Studio BRESSI'S RESPONSIBILITIES

The service provided to the client by Studio Bressi is Branding + Website Design. Strategizing may address overall goals, specific projects, or general conditions in the client's profession. The design services may include setting priorities, establishing goals, identifying resources, brainstorming, creating action plans, asking clarifying questions, and providing models, examples, and in-the-moment skills training. Studio Bressi promises that all personal information provided by the client will be kept strictly confidential, as permissible by law.

*Studio Bressi promises to provide the following :*

#### 01. Branding:

- Visual Direction
- Primary Logo + Up To 5 Logo Variations
- Typography Suite (font licenses not included)
- Curated Color Palette
- Brand Style Guidebook

#### 02. Web Design + Development:

- Custom web design & development on Squarespace
- Low Level custom CSS coding
- Up to 5 Pages
- Mobile Optimization
- Social Media & email Integration
- Basic on-page SEO
- video tutorials

*Not included: website hosting, domain, webfont licenses*

### OUT OF SCOPE

If the client wants to add anything out of original scope to the list, or change that list, that won't be a problem. The designer will provide a separate estimate for additional work. All requests are required to be put in writing so the designer can keep track of changes. Additionally, if the scope of the project is altered significantly, the designer reserves the right, to their sole discretion, to amend the launch date to accommodate the changes to the project. The designer also maintains the right to decline any work not detailed in the original quote request.

## CLIENT'S RESPONSIBILITIES

Throughout the Branding + Website Design Service, Studio Bressi will engage in direct and personal conversations with the client, which will include asking explicit questions and making requests. The purpose of these interactions is to remind the client of his/her own intentions, and Studio Bressi to realize them. In order for our relationship to achieve the maximum result, Studio Bressi asks that the client agrees to the following:

1. The client shall be on time for any scheduled meetings / calls, otherwise notify Studio Bressi at least 24 hours in advance via email. Appointments missed without 24 hours' notice will only be rescheduled at the Studio Bressi's discretion.
2. The client shall be honest, participate fully and come prepared for sessions.
3. If the client sees that the design service is not working as you desire, communicate EARLY on feedback to Studio Bressi to better address desired goals.
4. The client promises to fill out the questionnaire or any homework the designer requests within 72 hours.
5. Final proofreading and in the event that client has approved deliverables but errors, such as, by way of example, not limitation, typographic errors or misspellings, remain in the finished product, client shall incur the cost of correcting such errors; and
6. ensuring that all information and claims comprising client content are accurate, legal and conform to applicable standards in the client's industry.

## **PAYMENT**

1. The client agrees to stick to the payment system of our agreement as following:

Payment 1: due April 11th 2023: 2000 EUR (non-refundable booking deposit required to book in your project)

Payment 2: due May 15th 2023 : 1000 EUR

Payment 3: due June 15th 2023 : 1000 EUR ( guides, all copyrights and ownerships transferred after the final payment is received )

2. Any work outside of the agreed project scope shall be paid on an hourly basis at a rate of 100 EUR per hour.
3. The designer may incur extra costs (including but not limited to font licenses, plugin licenses, website hosting, integration fees or other costs crucial to the Services) for which it shall be reimbursed by the Client. The designer will always obtain approval from the client prior to incurring such costs.
4. Late Payment Penalty. In addition to the above sums, if any payment is not timely made by the due date, in addition to the sum due, there shall be a late payment penalty due in an amount equal to one percent (10%) of the payment due for each day after the date due through and including the date paid. If any payment by the Client remains unpaid for a period of thirty (30) days following the due date, the Designer may declare all remaining unpaid sums due, and proceed to foreclose on all collateral.

## **CANCELLATION**

The client can cancel this contract at any time, by informing the designer in writing at least 5 days in advance. A kill fee of at least 20% will be applied if the project is canceled. The designer can cancel this contract any time, by informing the client in writing at least 5 days in advance. Regardless of cancellation, the client will pay the designer for any outstanding invoices, for work already done but not yet invoiced regardless of whether or not the client likes work already completed. There are no refunds of payments already paid, under any exceptions.

## **PROJECT SCHEDULE**

Proposed turnaround: 2-3 weeks

(The timeline might stretch a few extra days given the time zone difference between the client and the designer which might slightly prolong the communication)

Project deadlines outlined in the project agreement depend on the client giving the designer everything they need to complete the project in the format that is needed, as and when needed. The client will review the work and provide feedback and approval in a timely manner too. Client agrees to review deliverables within the time identified for such reviews in questionnaire format and to promptly either: (i) approve the deliverables through a form that will be sent via email or through a live call; and/or corrections sufficient to identify the client's concerns, objections or corrections to sent work. Client shall timely respond to any request by Studio Bressi for written clarification of any concern, objection or correction through questionnaire link. Client acknowledges and agrees that Studio Bressi's ability to meet any and all schedules is entirely dependent upon client's prompt performance of its obligations to provide materials and written approvals and/or instructions pursuant to the scope of the project and timeline and that any delays in client's performance or changes in the services or deliverables requested by client may delay delivery of the deliverables. Any such delay caused by the client shall not constitute a breach of any term, condition or Agency's obligations under this agreement. Acceptance. Client, within one hour of receipt of each deliverable, shall notify Studio Bressi, in writing, of any failure of such deliverable to comply with the specifications set forth in the scope, or of any other objections, corrections, changes or amendments client wishes made to such deliverable. Only written notice in said questionnaire shall be sufficient to identify with clarity any objection, correction or change or amendment, and the designer will undertake to make the same in a commercially timely manner. Any and all objections, corrections, changes or amendments shall be subject to the terms and conditions of this agreement. In the absence of such notice from the client, the deliverable shall be deemed accepted.

## **FINAL DELIVERY**

The files will be delivered in PDF, EPS, PNG and SVG formats. For any graphic elements used on the website, the designer will deliver the digital files containing the final project deliverables within one business day after final approval, and after all of the outstanding invoices have been paid in full. At the end of the project the client will be required to make an account on Squarespace so the ownership of the developed site can be transferred.

## **STYLE**

Client has spent a satisfactory amount of time reviewing Studio Bressi's work and has a reasonable expectation that Studio Bressi will perform the services in a similar manner and style unless otherwise specified in this agreement. Studio Bressi will use reasonable efforts to ensure client's desired services are produced in a style and manner consistent with Studio Bressi's current portfolio and client's strategy. Studio Bressi will try to incorporate any reasonable suggestion made by the client. However, client understands and agrees that: although Studio Bressi will use reasonable efforts to incorporate client's suggestions and desires when providing client with the services, Studio Bressi shall have the final say regarding the aesthetic judgment and artistic quality of the services; dissatisfaction with Studio Bressi's aesthetic judgment or artistic ability are not valid reasons for termination of this agreement or request of any money returned.

## **NO TRANSFER OF THIS CONTRACT**

The client cannot transfer, assign or novate this contract, the licenses given under or in connection with it, or any other parts of this contract to anyone else without our advance permission in writing, which we may choose to give subject to additional conditions. The designer cannot transfer, assign or novate this contract without your advance permission in writing, except to a company or business in which they are the ultimate owners or have a majority ownership interest.

## **CONFIDENTIAL INFORMATION**

Each party acknowledges that in connection with this agreement it may receive certain confidential or proprietary technical and business information and materials of the other party, including without limitation Preliminary Works ("Confidential Information"). Each party, its agents and employees shall hold and maintain in strict confidence all Confidential Information, shall not disclose Confidential Information to any third party, and shall not use any Confidential Information except as may be necessary to perform its obligations under the scope of the project except as may be required by a court or governmental authority. Notwithstanding the foregoing, Confidential Information shall not include any information that is in the public domain or becomes publicly known through no fault of the receiving party, or is otherwise properly received from a third party without an obligation of confidentiality.

## **THE DESIGNERS RIGHTS BEFORE PAYMENT OF THE FINAL PROJECT INVOICE**

All originally created deliverables, including trademark, colors, illustrations, in the draft and final form, are wholly owned by the designer prior to full payment of the final project invoice by the client. This means that if the project is canceled before completion, the designer retains ownership of everything, and no rights are granted to you to use them. All of the unused sketches and concepts created in order to finalize this project, that are not included in the final file deliverables, remain the property of the designer.

## **WHAT THE CLIENT CAN DO WITH THE DESIGNS AFTER FINAL PAYMENT AND APPROVAL**

Upon payment of all outstanding invoices for the project, and in exchange for such payment, the designer assigns to the client all right, title and interest in the trademark. In exchange, the client grants the designer a royalty-free and permanent license to use representations of the designs and taglines in their portfolio (in all types of media), as a sample of the designer's past works, in trade publications, educational material, to promote their services, and for entering competitions. The client is entirely responsible for making sure that the designs and taglines are free for them to use and register as a trademark, and that

they don't infringe anyone else's rights - the designer cannot and does not accept any liability for these matters. The designer will sign any documents that are reasonably needed to confirm or evidence that the client is the owner of the designs, provided the client bears any legal and other fees that are incurred by either the client or the designer in the process.

### **THIRD-PARTY VENDORS**

The designer may purchase or license from third party vendors materials used in the clients project (including fonts, workup files, software programs, photographs, illustrations, etc.). Where such license occurs, the intellectual property rights in the licensed material remain the property of the third-party vendors.

### **AMENDMENTS TO THE WORK**

The designer provides two (2) rounds of amendments to the work at no extra charge for all deliverables, as long as the changes requested do not substantially alter the original project scope, nature or purpose; and as long as the client has not already given the final approval for the piece of work concerned. Any other kinds of amendments are considered a change in the project scope, which is explained in "out of scope project" Upon acceptance of the work, client accepts responsibility for any further processes in which this work is used (e.g. film outpost, printing, etc.) Studio Bressi is not responsible for errors occurring in this work or projects related to this work after acceptance of the work by the client.

### **DISCLAIMER OF WARRANTIES**

Designer shall create the Branding and Website for client's purposes and to client's specifications. Designer does not represent or warrant that said designs and website will create any additional profits, sales, exposure, brand recognition, or the like. Designer has no responsibility to the client if the deliverables do not lead to the client's desired result (s).

### **LIMITATION OF LIABILITY**

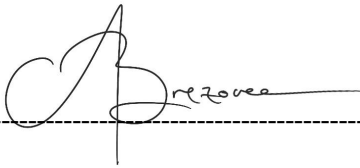
Under no circumstances shall either party be liable to the other party or any third party for any damages resulting from any part of this agreement such as, but not limited to loss of revenue or anticipated profit or lost business, cost of delay or failure of delivery.

Except as expressly provided in this agreement, Studio Bressi makes no guarantees or warranties, express or implied. In no event will Studio Bressi be liable to the client for consequential or special damages. Notwithstanding any damages that the client may incur, Studio Bressi's entire liability under this agreement, and the client's exclusive remedy will be limited to the amount paid by the client to Studio Bressi under this agreement for all services rendered up until the termination date.

This is the entire agreement of the parties and reflects a complete understanding of the parties with respect to the subject matter. This agreement supersedes all prior written and oral representations. If a dispute arises out of this agreement that cannot be resolved by mutual consent, the client and Studio Bressi agree to attempt to mediate in good faith for up to 20 days after notice is given.

The clients' signature on this agreement indicates compliance with the above requests, and understanding of the services to be provided. The agreement must be signed and booking payment completed, within 3 days of receiving it in order to reserve the spot on the selected start date.

The Designer  
Ana Brezovec,  
Owner of Studio Bressi



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Date: 6.4.2023

The Client  
Kayla Elizabeth Czarniecki  
Gypsy Lemon Photography

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