

Wade in Creativity

Creative Services for Independent Authors and Self-Publishers

Wade Munson
23A Acushnet Avenue, Worcester, MA 01606
508.854.1724 • wade@wadeincreativity.com

Work Estimate and Agreement

Prepared For:

Date, Year

Client Name
Address
Phone and Fax Numbers
Email Address and URL

Project Summary

Basic information about the project.

Details:

More detailed description of job requirements outlining size, colors, components, etc.

Schedule

Desired timeline and/or deadline for completion.

Estimated Cost (based on the following procedure)

1. Designer will provide three (3) concepts of (*project name*).
2. Designer will create two (2) updated concepts based on Client's feedback of first three.
3. Designer will create one (1) finalized concept based on Client feedback of secondary two designs. Client may request up to three (3) rounds of minor tweaks to the accepted concept to finalize the design.
4. Upon final approval, Designer will provide all design files and create final high resolution print-ready PDF of DVD packaging to Client's print vendor (GoldenROM?). When a proof of the DVD cover(s) and CD faces have been signed off on by Client and are in production, Designer provide Client with CDs containing all final files. Client will also receive Webpage files on CD.

*Other steps and details may be included in this section.

Total Estimated Cost

\$xxx.xx

**Any changes or additional requests by the client beyond the above outlined items before final approval are billable at a rate of \$75 per hour. Changes and/or extra requests after final approval will be billed at \$100 per hour. RUSH (within 24 hours) work after final approval will be billed at \$150 per hour.*

Thank you!

PRINTING AND BINDING

Any and all charges for printing, including sales tax and shipping, shall be paid by the Client. Estimated costs for printing and/or shipping will be advanced to Designer prior to printing.

If designer is selected to manage printing for project, an additional 10% will be added to the total estimated cost.

FILE DELIVERY AND STORAGE

All files associated with this project will be archived on CD-ROM or DVD and provided to both the client and the print vendor/publishing company. Designer will keep a copy of the project on CD or DVD as a backup as well.

FEES/PAYMENT

The above estimated price includes the services and procedures outlined above only. The following services are to be considered billable expenses at the Designer's regular rate of \$75 per hour:

- Changes to the overall design/layout (incl. colors, fonts, pagination, etc.).
- Additional graphics work such as custom imagery, photo manipulation, or illustration. Additional photographic effects (e.g., drop shadows, transparency, excessive enhancement with lines, etc.) beyond elimination of backgrounds will be considered extra billable labor.
- Promotional materials such as advertisements, Web banners, packaging, point of purchase displays, etc.
- Time spent preparing for reprinting (additional print runs or new editions).

TERMS:

1. Payment Method

The client shall advance 50% of the estimated cost of the project to the Designer before work commences (company check or bank check made out to Wade Munson or via PayPal), and act as a standard "kill fee" in the event the project is cancelled by the Client after work has begun. The remaining balance (which may include any additional charges incurred during the course of the project) is due upon receipt of final files.

Large projects exceeding \$2,000 will be subject to a three part payment schedule: 50% down payment before work commences, 25% after design is approved, and remaining 25% due upon delivery.

2. Estimates

This form is to be used as an estimate for design services. The fees and expenses outlined are based on topics discussed by the Designer and Client. Any additional work not discussed prior to the creation of this estimate will be subject to additional charges based on the Designer's special hourly rate of \$35 per hour. Client's approval shall be obtained for any increases in fees or expenses that exceed the original estimate by 10% or more.

3. Changes

Client shall be responsible for making additional payments for changes requested beyond the scope of the original assignment description. Additional charges for Author's Alterations (AA's) will be applied if the changes occur after the after the final design has been approved at a rate of \$100 per hour. RUSH (i.e, within 24 hours) AA's are billable at a rate of \$150 per hour. Changes made necessary by errors on the part of the designer (e.g., spelling, unexecuted Client requests) will be corrected at no charge to the Client.

4. Expenses

Client shall reimburse Designer for all expenses arising from this assignment, including payment on any sales taxes due for elements of the project (if applicable). If necessary, the need to purchase images and/or fonts critical to Client's project may be reimbursable. Additional out of pocket expenses are to be reimbursed in U.S. currency.

5. Cancellation

In the event of cancellation of this project, the 50% downpayment (of estimated design cost) shall be furnished to Designer as a "kill fee" and considered forfeit by the Client.

6. Ownership of Original Artwork

The Designer retains ownership of all original illustrations, whether preliminary or final, and the Client shall return such artwork within thirty (30) days of use. All artwork created electronically (e.g., Photoshop, Illustrator, or any other graphic application) is the property of the Client.

7. Designer's Usage

The Designer reserves the right to use said project(s), in whole or in part for the purpose of self-promotion after product is released publicly. Designer is bound by any non-disclosure agreement terms (if applicable).

8. Credit Lines

The Designer and any other creators shall receive a credit line with any editorial usage (i.e., book design). If similar credit lines are to be given with other types of usage, it must be so indicated here:

9. Releases

Client shall indemnify Designer against all claims and expenses, including reasonable attorney's fees, due to uses for which no release was requested in writing or for uses which exceed authority granted by a release.

10. Modifications

Modification of the Agreement must be written, except that the invoice may include, and Client shall pay, fees or expenses that were orally authorized in order to progress promptly with the work.

11. Arbitration

Any disputes in excess of \$2,000 (maximum limit for small claims court) arising out of this Agreement shall be submitted to binding arbitration before the Joint Ethics Committee or a mutually agreed upon arbitrator pursuant to the rules of the American Arbitration Association. The Arbitrator's award shall be final, and judgement may be entered in any court having jurisdiction thereof. The Client shall pay all arbitration and court costs, reasonable attorney's fees, and legal interest on any award judgement in favor of the Designer.

12. The above terms incorporate Article 2 of the Uniform Commercial Code.

13. Code of Fair Practice

The Client and Designer agree to comply with the provisions of the Code of Fair Practice, a copy of which may be obtained from the Joint Ethics Committee, P.O. Box 179, Grand Central Station, New York, NY, 10017.

14. Acceptance of Terms

The signature of both parties shall evidence acceptance of these terms.

Consented and Agreed to by _____ Date

Company _____ Title

Authorized Signature
Wade Munson _____ date
Designer's Signature

