



# Logo Design Agreement



### DESCRIPTION OF DESIGN PARAMETERS:

This Agreement engages the services of BrandMother to provide the service of researching, conceiving, and rendering 4 logo solutions for the consideration of Client plus 1 hour of refinement. If Client rejects the concepts and renderings presented, the client also rejects any rights to use the concepts.

The scope of usage determines the balance paid on the logo project. The Client will pay for as much usage as is required for their business reach, and ranges from county, to state, to national use. (See box at right for pricing.)

Finally, the Client will be billed for any additional work (refinement of logo, letterhead package, etc.) on an hourly basis of \$100/hour.

### PACKAGE INCLUDES

1. Four (4) or more Phase 1 concepts sent for review via internet.
2. Logo development and refinement beyond 1 hour billed at \$100 per hour.
3. Color notice specifying Pantone colors for printing.
4. Digital files of logo in eps, .ai, tif and gif formats.
5. License to use design in choice of county, state, or national coverage.

### THE DESIGN PROCESS:

1. BrandMother will engage in project upon receipt of signed agreement, payment and completed Image and Style surveys.
2. BrandMother will post rendered concepts within 10 business days of receiving completed application.
3. If there are any additional changes or variations, BrandMother will make changes for up to 1 hour of production time. Additional changes will be billed at the rate of \$100 per hour in 15 minute intervals. Client receives royalty free license to use final design in the territory chosen upon BrandMother's receipt of balance payment.
4. BrandMother will prepare digital file variations of selected logo (Adobe Illustrator, Encapsulated Postscript (EPS), TIF and GIF (Internet) in both color and black and white.
5. BrandMother will create a recommend layout for a business card, letterhead and envelope for an additional fee of \$100 for 1 hour of work. Please note that any modifications such as additional layout variations beyond allotted time will be billed on hourly basis.

### CONDITIONS:

1. All designs are copyright and trademark of BrandMother,
2. Upon receipt of payment, BrandMother provides a royalty free license to use for marketing purposes symbol or icon design within specific and agreed upon geographical areas. Note that non-marketing correspondence is allowed outside territory.
3. Licensee may seek to trademark symbol only at the level in which they purchased a license. Note that any common law rights which accrue to the illustration are properties of BrandMother, but are licensed back to the Client at no charge.
4. With the exception of size and color, the user is not to modify the symbol in any way.
5. Licensee is not to use the symbol in either national or regional advertising that exceeds geographic bounds of agreement. Note that local advertising such as YellowPages or newspaper within geographic area is acceptable.
6. Regarding website usage, licensee may place logo on their website to promote local business provided the site does not engage in commerce outside area of license (i.e. ship products).
7. BrandMother cannot guarantee that there may not be "confusingly similar" designs within specific markets.
8. Licensees who violate the terms of this agreement are subject to losing their usage rights for the design. BrandMother, retains all rights to concepts, comprehensives or other preliminary materials, and is granted the right to use these logos in advertising or other promotional materials.
9. This agreement is governed by the laws of the State of California.

Due to the highly subjective nature of design and the extremely competitive rates provided, BrandMother makes no guarantees regarding client satisfaction of designs nor performance claims regarding their effectiveness. Total deposit amount is non-refundable.

### Design Services Worksheet:

<input type="checkbox"/>	Logo Concept Development Non-refundable, payable in advance	\$399	_____
<input type="checkbox"/>	Production per hour Billed hourly upon approval of concept Payable at conclusion of project	\$100	_____
<input type="checkbox"/>	Letterhead Package Includes up to 4 names for business cards, 1 hour of production to create letterhead, envelope and card layout. Additional names or production time billed at \$100 per hour. Payable at conclusion of project	\$100	_____
<input type="checkbox"/>	Licensing	County	\$50 _____
<input type="checkbox"/>	Licensing	State	\$200 _____
<input type="checkbox"/>	Licensing	Unrestricted	\$500 _____
<input type="checkbox"/>	Special _____		_____

Payable at beginning or at conclusion of project

To begin work, please authorize this Agreement and submit it with your deposit of \$399 as well as completed Image Questionnaire and Style Preference Survey.

Company \_\_\_\_\_  
 Contact \_\_\_\_\_  
 Title \_\_\_\_\_  
 Address \_\_\_\_\_  
 \_\_\_\_\_  
 Phone \_\_\_\_\_  
 Fax \_\_\_\_\_  
 e-mail \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_ Charge all fees to my credit card \_\_\_\_\_ We'll send checks by mail

VISA MasterCard AMEX Exp. Date \_\_\_\_\_



Mail or fax this agreement to BrandMother. Checks made payable to BrandMother  
210 Oak Butte Court • Folsom, CA 95630 • Phone: (916)985-6205 • Fax: (916) 985-3668