

Agreement of Engagement

This Agreement is made as of July 18, 2024, by and between:

Client:



Designer:

Connor Gravelle

gravelle.design

Email: cgravelle97@gmail.com

Project: Logo Design and Brand Book for Classic Cape Cod Real Estate

Scope of Work:

1. Initial Consultation:

- Date: Thursday, July 18, 2024
- Duration: 1 hour
- Purpose: To understand client needs, business goals, strategic positioning, and design preferences.

2. Research and Concept Development:

- Tasks: Research industry trends, competitor analysis, and concept development.
- Estimated Time: 4-6 hours

3. Logo Design:

- Tasks: Sketching initial ideas, draft 3 low fidelity compositions, and refining the chosen concept.
- Estimated Time: 10-15 hours

4. Revisions and Finalization:

- Tasks: Incorporating client feedback and making revisions.
- Estimated Time: 3-5 hours

5. Brand Guidelines:

- Tasks: Developing comprehensive brand guidelines including color palette, typography, logo usage, and additional brand elements.
- Estimated Time: 8-12 hours

Total Estimated Cost:

- Total Hours: 27-40 hours
- Hourly Rate: \$50
- Total Cost: \$2,000

Payment Terms:

- 50% of the agreed total is to be paid within 1 month of the initial consultation (by August 18, 2024).
- Remaining 50% is due within 1 month of completion of the project (by September 15, 2024).
- Payments will be made via personal check or Bill.com.

Project timeline:

Kick off / Initial Consultation (Thursday, July 18th)

- **Expectations:**
Formal Introductions
Discussion of project background (How it came to be / Why this aesthetic?)
- **Follow Up:**
Industry audit and moodboards to be executed for next meeting
Initial competitor audit to be delivered via email before next meeting

Meeting 1 (Thursday, July 25th)

- **Expectations:**
Review industry audit
Discussion of initial concepts / creative directions
Review mood boards for proposed directions
- **Follow Up:**
Initial 3 Logo comps to be executed for next meeting

Meeting 2 (Thursday, August 1st)

- **Expectations:**
Briefly review previous meeting materials
3 logo compositions to be shared
Discussion of final direction / refinements
- **Follow up:**
Revisions (if any) to direction will be made within 48h of this meeting

Logo to be finalized before next meeting
Additional meeting to be scheduled if necessary

Meeting 3 (Thursday, August 8th)

- **Expectations:**
 - Confirm finalized Logo comp
 - Review expectations / needs of Brand Guidelines
 - Discuss preferred design execution

- **Follow Up:**
 - Brand Guidelines to be executed before next meeting

Meeting 4 | Final Delivery (Thursday, August 15th)

- **Expectations:**
 - Review final Brand Guidelines
 - Discuss of any additional needs

- **Follow Up:**
 - Brand Guidelines (in PDF format) & Logo files to be delivered in full within 24h of meeting.
 - Any additional revisions to Brand Guidelines to be communicated and made over email and addressed within 48h of response.

Additional meetings to be scheduled if necessary.

Terms and Conditions of Agreement:

1. Definitions:

- "Agreement" refers to this contract.
- "Deliverables" refers to the final logo and brand book provided to the Client.
- "Designer" refers to Connor Gravelle.
- "Client" refers to Ken Hager and Classic Cape Cod Real Estate.
- "Copyrights" refers to the property rights in original works of authorship, expressed in a tangible medium of expression, as defined and enforceable under U.S. Copyright Law.
- "Deliverables" refers to the services and work product specified in the Proposal to be delivered by Designer to Client, in the form and media specified in the Proposal.
- "Final Deliverables" refers to the final versions of Deliverables provided by Designer and accepted by Client.
- "Project" refers to the scope and purpose of the Client's identified usage of the work product as described in the Proposal.
- "Services" refers to all services and the work product to be provided to Client by Designer as described and otherwise further defined in the Proposal.

2. Proposal:

- The terms of the Proposal shall be effective for 30 calendar days after presentation to Client. In the event this Agreement is not executed by Client within the time identified, the Proposal, together with any related terms and conditions and deliverables, may be subject to amendment, change or substitution.

3. Fees and Charges:

- In consideration of the Services to be performed by Designer, Client shall pay to Designer fees in the amounts and according to the payment schedule set forth in the Proposal, and all applicable sales, use or value added taxes, even if calculated or assessed subsequent to the payment schedule.
- The Project pricing includes Designer's fee only. Any and all outside costs including, but not limited to, equipment rental, photographer's costs and fees, photography and/or artwork licenses, prototype production costs, talent fees, music licenses and online access or hosting fees, will be billed to Client unless

specifically otherwise provided for in the Proposal.

- Client shall pay all invoices within 30 calendar days of the invoice date. A monthly service charge of 1.5 percent may be charged on all overdue balances. Payments will be credited first to late payment charges and next to the unpaid balance. Client shall be responsible for all collection or legal fees necessitated by lateness or default in payment. Designer reserves the right to withhold Deliverables if accounts are not current or overdue invoices are not paid in full. All grants of any license to use or transfer of ownership of any intellectual property rights under this Agreement are conditioned upon receipt of payment in full, including any outstanding Additional Costs, Taxes, Expenses, Fees, Charges, or the cost of Changes.

4. Intellectual Property:

- The Designer retains ownership of all preliminary work.
- The Client is granted exclusive rights to the final logo and brand book upon full payment.
- The Designer retains the right to include the final work in his portfolio.

5. Revisions:

- Unless otherwise provided in the Proposal, and except as otherwise provided for herein, Client shall pay additional charges for changes requested by Client which are outside the scope of the Services on a time and materials basis, at Designer's standard hourly rate of per hour. Such charges shall be in addition to all other amounts payable under the Proposal, despite any maximum budget, contract price or final price identified therein. Designer may extend or modify any delivery schedule or deadlines in the Proposal and Deliverables as may be required by such Changes. The project includes up to 3 rounds of revisions. Any additional revisions beyond the aforementioned 3 will be billed at the hourly rate of \$50.

6. Client Responsibilities:

- The Client agrees to provide timely feedback and any necessary materials for the project including but not limited to .
 - (a) coordination of any decision-making with parties other than the Designer;
 - (b) provision of Client Content in a form suitable for reproduction or incorporation into the Deliverables without further preparation, unless otherwise expressly provided in the Proposal;
 - (c) 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

(d) ensuring that all information and claims comprising Client Content are accurate, legal and conform to applicable standards in Client's industry.

7. Attribution/Promotions:

- Client agrees to include in all displays or publications of the Final Works attribution and/or copyright notice in Designer's name in the form, size and location as incorporated by Designer in the Deliverables, or as otherwise directed by Designer. Designer retains the right to reproduce, publish and display the Final Works, Deliverables, and Preliminary Works, to the extent they do not contain Client's Confidential Information, in Designer's portfolios and Websites, and in galleries, design periodicals and other media or exhibits for the purposes of recognition of creative excellence or professional advancement, and to be credited with authorship of the Deliverables in connection with such uses. Either party, subject to the other's reasonable approval, may describe its role in relation to the Project, and, if applicable, the services provided to the other party on its Website and in other professional materials, and, if not expressly objected to, include a link to the other party's Website.

8. Relationship of the Parties:

- Designer is an independent contractor, not an employee of Client or any company affiliated with Client. Designer shall provide the Services under the general direction of Client, but Designer shall determine, in Designer's sole discretion, the manner and means by which the Services are accomplished. This Agreement does not create a partnership or joint venture and neither party is authorized to act as agent or bind the other party except as expressly stated in this Agreement. All rights, if any, granted to Client are contractual in nature and are wholly defined by the express written agreement of the parties and the various terms and conditions of this Agreement.

9. Warranties and Representations:

- Client represents, warrants and covenants to Designer that (a) Client owns all right, title, and interest in, or otherwise has full right and authority to permit the use of the Client Content, (b) to the best of Client's knowledge, the Client Content is accurate, legal, conforms to ethical standards of the Client's industry, does not infringe the rights of any third party, and use of the Client Content as well as any Trademarks in connection with the Project does not and will not violate the rights of any third parties, (c) Client shall comply with the terms and conditions of any licensing agreements which govern the use of Third Party Materials, and (d) Client shall comply with all laws and regulations as they relate to the Services and Deliverables.

- (a) Designer hereby represents, warrants and covenants to Client that Designer will provide the Services in a professional and workmanlike manner and in accordance with all reasonable professional standards for such services. (b) Designer further represents, warrants and covenants to Client that (i) except for Third Party Materials and Client Content, the Final Deliverables shall be the original work of Designer and/or Designer Agents, (ii) if the Final Deliverables include the work of Designer Agents, Designer shall have secured agreements from the Designer Agents granting all necessary rights, title and interest in and to the Final Deliverables sufficient for Designer to grant the intellectual property 41 Basic Terms and Conditions rights provided in this Agreement, and (iii) to the best of Designer's knowledge, the Final Works (excluding Client Content and Third Party Materials), and use of same in connection with the Project, will not violate the rights of any third parties. Client acknowledges that Designer will not conduct any type of intellectual property clearance search (e.g., copyright, trademark, utility patent or design patent searches). If Client or any third party authorized by Client modifies or uses the Deliverables outside the scope of rights granted in this Agreement, or otherwise in violation of this Agreement, all representations and warranties of Designer shall be void. (c) Except for the express representations and warranties stated in this Agreement, Designer makes no warranties whatsoever. Designer explicitly disclaims any other warranties of any kind, either express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose or compliance with laws or government rules or regulations applicable to the Project.

10. Indemnification / Liability

- Client agrees to indemnify, save and hold harmless Designer from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by a third party arising out of any breach of Client's responsibilities or obligations, representations or warranties under this Agreement. Under such circumstances Designer shall promptly notify Client in writing of any claim or suit; (a) Client has sole control of the defense and all related settlement negotiations; and (b) Designer provides Client with commercially reasonable assistance, information and authority necessary to perform Client's obligations under this section. Client will reimburse the reasonable out-of-pocket expenses incurred by Designer in providing such assistance.
- Designer agrees to indemnify, save and hold harmless Client from any and all damages, liabilities, costs, losses or expenses (collectively "Liabilities") arising out of any meritorious claim, demand, or action by a third party which is inconsistent with Designer's representations and warranties made herein, except in the event any such Liabilities arise directly as a result of Client's gross negligence or misconduct, provided that (a) Client promptly notifies Designer in

writing of the claim; (b) Designer shall have sole control of the defense and all related settlement negotiations; and (c) Client shall provide Designer with the assistance, information and authority necessary to perform Designer's obligations under this section. Notwithstanding the foregoing, Designer shall have no obligation to defend or otherwise indemnify Client for any claim arising out of or due to Client Content, Third Party Materials, modifications of or content added to the Deliverables by Client or third parties, improper or illegal use of Deliverables, use of Deliverables not authorized under this Agreement, or the failure to update or maintain Deliverables.

11. Confidentiality

- 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 ("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 Project, except as may be required by a court or government 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.

12. Termination:

- This Agreement may be terminated for convenience at any time by either party effective immediately upon notice, or the mutual agreement of the parties, or for cause if any party: (a) becomes insolvent, files a petition in bankruptcy, makes an assignment for the benefit of its creditors; or (b) breaches any of its material responsibilities or obligations under this Agreement, which breach is not remedied within ten (10) days from receipt of written notice of such breach.
- In the event of termination, Designer shall be compensated for the Services performed through the date of termination in the amount of (a) any advance payment, (b) a prorated portion of the fees due, or (c) hourly fees for work performed by Designer and/or Designer Agents as of the date of termination, whichever is greater; and Client shall pay any outstanding Additional Costs, Taxes, Expenses, Charges, and costs of Changes incurred through the date of termination. In the event of termination for convenience by Client, Client shall pay in addition to the above an early termination fee equal to 25% of the total Project fee, Schedule A shall not be effective, and Client shall not have rights to use the Deliverables except upon written consent from Designer provided after such

termination.

13. Governing Law:

- The formation, construction, performance and enforcement of this Agreement shall be in accordance with the laws of the United States and the state of Connecticut without regard to its conflict of law provisions or the conflict of law provisions of any other jurisdiction. In the event of a dispute arising out of this Agreement, the parties agree to attempt to resolve any dispute by negotiation between the parties. If they are unable to resolve the dispute, either party may commence mediation and/or binding arbitration through the American Arbitration Association, or other forum mutually agreed to by the parties. The prevailing party in any dispute resolved by binding arbitration or litigation shall be entitled to recover its attorneys' fees and costs. In all other circumstances, the parties specifically consent to the local, state and federal courts located in the state of Connecticut. The parties hereby waive any jurisdictional or venue defenses available to them and further consent to service of process by mail. Client acknowledges that Designer will have no adequate remedy at law in the event Client uses the Deliverables in any way not permitted hereunder, and hereby agrees that Designer shall be entitled to equitable relief by way of temporary and permanent injunction, and such other and further relief at law or equity as any arbitrator or court of competent jurisdiction may deem just and proper, in addition to any and all other remedies provided for herein.

Signatures:

By their execution below, the parties hereto have agreed to all of the terms and conditions of this Agreement effective as of the last date of signature below, and each signatory represents that it has the full authority to enter into this Agreement and to bind their respective party to all of the terms and conditions herein.

Client:

Signature: _____

Name: [REDACTED]

Date: _____

Designer:

Signature: _____

Name: Connor Gravelle

Date: _____