

**CONTRACT NAME: AGREEMENT BETWEEN  
REDEYECREATIVE AND DAVIS JOINT UNIFIED SCHOOL  
DISTRICT**

**BRIEF DESCRIPTION OF CONTRACT:** This agreement between Redeyecreative and DJUSD is to design a logo for the Yolo-Solano Center for Teacher Credentialing.

The cost of the service is \$300 and will be paid from program funds.



From **Redeyecreative**  
 9701 SE Johnson Creek Blvd. Apt.  
 K302  
 Happy Valley, OR 97086

Estimate Id **YTS-est-012**  
 Issue Date 04/11/2017  
 Summary Logo design for Yolo-Solano Center for Teacher  
 Credentialing

Estimate For **DjUSD**

Item Type	Description	Quantity	Unit Price	Amount
Service	<b>Logo Design Research:</b> Reviewing details and suggestions from clients. Researching competitors and other logos in the same design space.	1.00	\$75.00	<b>\$75.00</b>
Service	<b>Initial Logo Design:</b> First round of design work for client. Client will be presented with a PDF with options.	3.00	\$75.00	<b>\$225.00</b>
Service	<b>First round of design changes:</b> Designer will take feedback provided from client to make changes and provide a second PDF with edits.	2.00	\$75.00	<b>\$150.00</b>
Service	<b>Finalization of logo:</b> Designer will finalize the agreed upon logo for the client. Designer will provide multiple formats of the logo for the client to use: Full color, Reversed logo, and black and white logo. File formats will be provided as: Vector, PDF, JPG, and PNG which will cover all anticipated uses.	2.00	\$75.00	<b>\$150.00</b>
Service	<b>Admin:</b> Client / Company Project Management (Designer/Client)	2.00	\$75.00	<b>\$150.00</b>
Service	60.00% offered for client. The dollar amount of \$300.00 will be paid to Redeyecreative and the remaining \$450.00 of the estimate will be provided to Redeyecreative as a valid non-profit letter of donation. Any overage payment for time past estimate will be discusses as project proceeds.	0.00	\$0.00	<b>\$0.00</b>

Subtotal **\$750.00**

Discount (60.00%) **-\$450.00**

**Estimate Total \$300.00**

#### Notes

#### Notes & Assumptions:

- Logo payment will be based on an agreed upon dollar amount that will be paid, then any overage will be provided to Redeyecreative as a valid non-profit letter of donation.
- Logo estimate is based on existing knowledge and logo examples provided. Estimate provides 1 round of changes.

- Travel costs are not included (if any travel is required).
- Writing/Copy is not included.
- Stock photography or graphic elements costs are not included in this quote and will be billed separately or provided by client to Redeyecreative.
- Additional hours will be estimated and billed separately based on a hourly rate of \$75.
- Approx. scheduled of time will be provided once job is approved and deposit is received.
- Designer will not be responsible for trademark or service mark ability in logo. Client will be responsible for any font that needs to be licensed for their use.
- A 50% deposit will be required for work to begin and 50% final payment will be made at end of job. If job continues for longer then 90 days Redeyecreative may bill a partial payment based on the final 50% cost. The job may be suspended until this payment is received at which time the new work schedule will be assigned at Redeyecreative's discretion.
- If payment is required or requested via credit card, an additional fee of 3% fee will be added to cover the processing fees and will be facilitated via Paypal.

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**Additional Notes:**

Client = DJUSD, Designer = Redeyecreative, Work = Items defined in this estimate

**1. Work**

Client requests Designer to create items defined in this estimate. Work includes only the final, deliverable art, and not any preliminary Work or sketches.

**2. Payment**

The grant of any license or right of copyright is conditioned on receipt of full payment.

**3. Estimates**

The fees and expenses shown are minimum estimates only unless an hourly fee has been agreed upon. That fee will be \$75 per hour and Designer shall provide the Client of a tally of hours within a reasonable period of time upon request if such is the measure of the fee. Final fees and expenses shall be shown when invoice is rendered.

**4. Grant of Rights**

Designer agrees to the perpetual license of the right to display and transmit Work to Client, excluding the right to authorship credit, modification, and resell, which is retained by Designer. Designer agrees that Work is produced with the intent it be unique and will not seek to resell or publish Work, except as noted below.

**5. Designer's Right to Authorship Credit**

Designer may use Work in Designer's portfolio (including, but not limited to, any website that displays Designer's Works). Client does not have to display Designer's name together with Work, unless being described with any editorial usage, but Client may not seek to mislead others that Work was created by anyone other than Designer.

**6. Cancellation**

The fee for Work is refundable pending only upon Designer's breach of contract. In the event of cancellation of this assignment, ownership of all copyrights and the original artwork shall be retained by the Designer, and a cancellation fee for work completed, shall be paid by the Client. If the project is on an hourly basis the and project is canceled by Client, Client agrees to pay no less than 100% of the hours already billed for the project at the time of cancellation plus a flat fee 50% of the remaining hours that were expected to be completed on the project, whichever is greater.

**7. Limitation of Liability**

Client agrees that Designer will not be liable for any incidental or consequential damages that arise from Designer's performance of this commission (including, but not limited to, failure to perform in a timely manner, regardless of whether the failure was intentional or negligent.)

**8. Dispute Settled by Arbitration, and Governing Law**

Any dispute under or about this Agreement must be submitted to and resolved by arbitration through the arbitration services chosen by Designer. Parties will bear their own costs. Any court may enforce the arbitration award. This Agreement will be governed by the laws of Oregon in the country of the United States of America.

**9. Acceptance of terms**

The action of the sending and receipt of this agreement via electronic method will hold both parties in acceptance of these terms. Designer as sender and Client as recipient will acknowledge acceptance of these terms either through an e-mail noting acceptance, by accepting via estimate acceptance button or acceptance is acknowledged at the beginning of any work on said project. Electronic signatures shall be considered legal and binding.

Davis Joint Unified School District

Redeyecreative

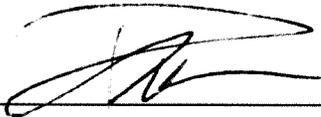
Terms of Service

## Jurisdiction, Venue & Interpretation

The Terms of Service shall be governed by and construed in accordance with the laws of the State of California. Each party consents to personal jurisdiction and venue in Yolo County. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed. If a court of competent jurisdiction rules as invalid any provision of this agreement or the application of any provision to any person or circumstance, the parties agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and all other provisions shall remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the Service or the Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Accepted as addendum to Terms and Conditions

By: \_\_\_\_\_



Title: Designer

Date: 4/17/17