

STATEMENT OF WORK

FOR PROFESSIONAL SERVICES AGREEMENT

BY AND BETWEEN WEAREGIANTS., LLC. A CALIFORNIA LIMITED LIABILITY COMPANY  
AND THE DOWNTOWN LOS ANGELES NEIGHBORHOOD COUNCIL DATED April 06, 2014

WeAreGiants. will art direct and design a new logo and collateral for the DLANC, including a 5x7 postcard and a reusable bag. The DLANC will handle all production and printing for the postcard and the reusable bag. WAG is billing at a discounted hourly rate of \$100/hr.

**Deliverables:**

- New DLANC Logo Concepts
  - 3 Concepts
  - 2 rounds of revisions on selected concept
- 5x7 Postcard (based on supplied copy and assets from DLANC)
  - 1-2 Concepts
  - 2 rounds of revisions on selected concept
- Reusable Bag Design (roughly 8" x 5")
  - 1-2 Concepts
  - 2 rounds of revisions on selected concept

**Timeline:**

**Logo Refresh**

- Logo: 2-3 Weeks from execution of this agreement
- Logo Presentation: TBD
- Logo Review/Comments: 1 Week after presentation
- Logo Revisions/Additions: 1-2 Weeks (based on feedback)
- Final logo Delivery/Revisions If needed

**5x7 Postcard:**

- Postcard Design 1-2 Weeks
- Postcard Presentation: TBD
- Postcard Review/Comments: 1 week after presentation
- Postcard Design Revisions/Additions: 1-2 weeks (based on feedback)
- Final postcard Delivery/Revisions If needed

**Reusable Bag Design**

- Design: 2 Weeks:
  - 2 Design Concepts
- Bag Design Presentation: TBD
- Bag Design Review/Comments: 1 week after presentation
- Bag Design Revisions/Additions: 1-2 weeks (based on feedback)
- Final Bag Delivery/Revisions If needed

**Estimated Cost:**

~~25 Hours @ \$150/h = \$3,750~~

**25 hours @ \$100/hour = \$2,500**

**TERMS: PROJECT BILLING, CHANGES, PAYMENT****Assumptions:**

Additions or changes to the outline above will require a change order and can also require additional hours. Any adjustments to this Statement of Work will be approved in writing prior to work beginning.

**Terms:**

100% of the project fee will be billed upon project completion. In the case of cancellation, a kill fee of 50% will be billed upon early termination of this project.

**Schedule**

Production schedules will be issued, when necessary, at the commencement of the project. Any additional, unforeseen elements may cause the schedule to change. A revised schedule will be issued each time the schedule changes. Where applicable and possible, vendor turnaround schedules will also be included. Changes to the production schedule by the CLIENT, including delays as a result of client inactivity, will result in the nullification of previously discussed and/or guaranteed deadlines.

Schedule is subject to change in the case that the client fails to meet built-in revision deadlines.

**Design Revisions**

All projects are allowed 2 rounds of design revisions after creative direction has been established, unless otherwise noted. Creative direction can be established via example logos and mood boards before comp design begins. Changes must be requested in groups and implemented over the course of these two stages. Additional rounds of revisions are considered billable and will be documented and quoted in a notice at our hourly rate of \$100/h. Changes that significantly redirect project objectives and/or design direction constitute a new creative direction for which a Change Notice (for additional charges) will be issued. These charges will be based on the amount of hours placed against the project and the amount of additional work that must be performed to accommodate changes.

**Confidentiality**

Each party agrees that with respect to any confidential information, which includes any written information which is marked "Confidential," or such non-written information which is described as "Confidential" by the disclosing party ("Confidential Information"), that during the term of this Agreement and thereafter, such receiving party shall at all times maintain the confidentiality of the Confidential Information, using the same degree of care that such party uses to protect its own confidential information of a like nature; and shall not use, except in the performance of its obligations hereunder, or disclose to any third party any such Confidential Information, except as may be required by law or court order.

**Cancellation**

If at any time the project is canceled or put on hold indefinitely, the CLIENT will be billed for all fees and expenses incurred to date. All artwork and/or software produced will be retained as property of DESIGNER.

**Representations and Warranties**

Both DESIGNER and CLIENT represent and warrant to each other that each has the full power and authority to enter into the agreement contemplated herein. Further, CLIENT shall indemnify, defend and hold DESIGNER, employees, personnel, agents and representatives harmless from and against any and all claims, liabilities, losses, damages, costs or expenses, including reasonable attorney fees, arising out of any claim or action based upon any breach or alleged breach of this proposal or terms and conditions.

**Valid Proposal**

The estimated fees in this proposal are valid for a period of 60 days from the date on the proposal. Unsigned proposals more than 60 days old will be redrafted.

**Authorship Credit**

DESIGNER shall maintain rights to media including but not limited to images, video, multimedia documentation of the works created under contract with CLIENT. Said works can be used by DESIGNER as part of portfolio, marketing, or other supplementary materials usage.

**Independent Contractor**

These Terms of Service shall not render DESIGNER an employee, partner, agent of, or joint venture with CLIENT for any purpose. DESIGNER is and will remain an independent contractor in their relationship to CLIENT.

**Termination**

Either party may terminate this Agreement upon a material breach by the other party of its obligations hereunder upon 30 days prior written notice; provided that if such breach has been cured by the breaching party within said 30 day period, the notice of termination shall be null and void. In the event of a termination, CLIENT shall pay DESIGNER for all services and products provided through the effective date of the termination.

**Miscellany**

This Agreement shall be binding upon the parties, their heirs, successors, assigns, and personal representatives. This Agreement constitutes the entire understanding of the parties. Its terms can be modified only by an instrument in writing signed by both parties, except that the CLIENT may authorize expenses or revisions orally. No terms attached to any check for payment under this Agreement can modify the Agreement except under an independent instrument in writing signed by both parties. Any dispute regarding this agreement shall be arbitrated in Los Angeles, California under the rules of the American Arbitration Association. A waiver of a breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions. This Agreement shall be governed by the laws of the State of California and courts of such state shall have exclusive jurisdiction and venue.

**WeAreGiants., LLC.**  
834 S. Broadway | Suite 1002  
Los Angeles, CA 90014

**Downtown Los Angeles Neighborhood Council**

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Christopher P. Alves  
Owner at WeAreGiants. LLC

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Date

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Date