



How Designer Works

General Process:

1. Designer most often works by the Project.
2. A half-hour initial consultation is free of charge.
3. Design and consulting thereafter will be billed at Designer's hourly rate. A preliminary contract of fees and terms will be sent by Designer.
4. A relationship is established between Client and Designer. Designer stays with this process until not only the general scope of the Project is understood, but also its driving force. This might include discussion of target market, the goal for the business, and/or the philosophy of the principal(s), among other subjects. Client and Designer together will determine as much as possible what will be needed in terms of outside services; i.e.: photography, copywriting, illustration, etc. Please keep in mind, however, that often this is an evolving process.
5. Designer talks to Client in further depth about Project, gathering as much information as is possible and necessary in order to draw up an Agreement of fees, expenses, work and billing schedule, to be sent to Client and returned with signature, along with initial fee.
6. Depending upon the nature of the Project, there may be site visits and/or several additional contacts by phone/email.
7. Work proceeds until completion.



General Procedures:

Once designs are accepted and complete, any additional changes will be billed at Designer's hourly rate. Please be advised that the estimate given only covers those items listed. If additional work or outside services are required, beyond originally envisioned and discussed, costs will reflect these additions.

This fee is based on Designer's understanding from discussion with Client (and Team, if relevant), of a Project which is to represent x. (Here follows a description of Designer's understanding of the Project.)

Revisions will be included until such time as the total time devoted to the Project by Designer shall exceed the estimate. If the assignment changes and/or due to the intricacies and/or delays of a Project, additional work is necessary, then additional billing may be required. If estimate is high on Designer's time, Client will only be billed accordingly.

If the Project changes in its entirety, Designer is entitled to submit a new and separate Agreement.

Design steps will be transmitted to Client as uploads to the web or in pdf form via email, whenever possible, whichever is applicable. (If email is not acceptable to Client, hard copy will be delivered by US Postal Service or courier with costs billed to Client.) Client will respond with changes via email as much as possible. Client agrees to review design steps within a three day period, unless otherwise stipulated. If this is not the case, then the Designer will not be held accountable to meet the agreed-upon deadline.

Modifications must be in writing. If modifications or discussion of fees and expenses are orally authorized in order to progress with the work, these authorizations must be followed up in writing.


If working with a team, Designer will interface with all members of the team, if desired. However, it is best if one member is chosen as the authority to communicate the decisions of the entire team to the Designer, in order to save time and costs. If this is not the case, costs and time may very well increase.

If the Project is cancelled after work has begun, Client will lose deposit and will pay all fees and costs up to that point. There will also be an additional kill fee. Ownership of all copyrights and the original artwork shall be retained by the Designer.

Designer's base fee is built upon number of hours multiplied by Designer's fee rate. It includes design; production; general interface with outside services; minor copywriting, proofreading and editing. It does not include photography, art direction of photography, illustration, direction of illustration, major copywriting, direction of copywriter, major editing, search engine optimization, outside services for web building (if determined this is needed), web hosting or domain services, marketing, printing or costs of placement of advertising, *unless otherwise noted*.

The cost of outside services varies tremendously. For example, if photography is done in-house, then the fee can be nil. If stock photography is used, the price per image is around \$100 for the web, considerably higher for print. If a full photoshoot is required, an estimate must be obtained from the photographer once it is determined what specifically is required. Designer will do her best to estimate these figures, but be advised, an estimate for these kinds of services may be very rough until specifics have been determined.

Out-of-pocket expenses, such as typefaces purchased specific to the Project, computer disks, postage, faxes, courier service, travel, will be billed in an itemized fashion.



All outside services will be billed to the Client directly, if possible. If any outside service requires that it bills through the Designer, she will add a 15% fee. Bills for outside services are C.O.D. Failure to comply will halt Project.

Bills are payable net 15 days, by check, Visa, or Mastercard to Robin Brooks Design.

Invoices not paid within 30 days will accrue a 1 1/2% monthly service charge. Also, any further contracted work will be pre-paid. If bill is not paid within 45 days, work will stop, website posted will be unposted, until payment due and pre-payment for next stage of work is received. Client will forfeit deposit. The grant of any license or copyright is conditioned on receipt of full payment.

Any disputes in excess of \$2000 (maximum limit for small claims court) arising out of this Agreement shall be submitted to mediation before a mutually agreed-upon mediator. Client shall pay all mediation and court costs, reasonable attorney's fees and legal interest on any award of judgment in favor of the Designer.

Client will provide at least 10 samples of printed materials. Once complete, a website or printed materials may be used on Designer's website and/or in her portfolio as examples of her work. Designer allows a license for unlimited usage of work, but Client may not modify the artwork. If there are any outside services providing original art, Client must seek release and/or license agreement from those providers directly.

Payment Schedule

Client will pay a deposit of one-third for projects \$5000 and more and one-half for projects less than \$5000, payable upon receipt.

The remainder of the fee is paid upon completion, or monthly, whichever comes first. Deposit will be subtracted from the final invoice.

