



## WORK AGREEMENT

Between Flannel Creative, LLC d/b/a Owl10 Creative Services  
And .

### Summary

We want to have this work experience we are embarking upon to be good all around, so it's important to write down needs and expectations. That way we both know what's what. In this contract, you won't find any complicated legal terms or long passages of unreadable text. We have no desire to hoodwink you into signing something that you might later regret. What we do want is what's best for both parties, now and in the future.

So to sum up;

You ( ), located at ("You") are hiring us (Flannel Creative, LLC d/b/a Owl10 Creative Services) ("We or Us") to complete a project or projects for you.

Of course there's more to it all, but we'll get to that.

What do both parties agree to?

**You:** You have the authority to enter into this contract on behalf of yourself, your company or your organization. You'll give us the assets and information we tell you we need to complete the project. You'll do this when we ask and provide it in the formats we ask for. You'll review our work and provide feedback and approval in a timely manner, too. Deadlines work two ways, so you'll also be bound by dates we set together. You also agree to pay in advance or stick to the payment schedule we agree upon.

**Us:** We will complete what we've agreed with you and we'll do it all in a professional and timely manner. We'll do our best to meet every deadline that's set, and we'll maintain the confidentiality of everything you give us.

The details of your project(s) price total and payment schedule are detailed with the individual invoice information you will receive from Us. The invoice will also have your individual estimated project(s) completion schedule, and if there are specific important project dates for you and us, we'll also include those there.

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### Getting Down to the Project Nitty Gritty

#### **Website Design**

We create look-and-feel designs and flexible layouts that adapt to the capabilities of many devices and screen sizes through WordPress. We won't waste time mocking up every template as a static visual. We may use visuals to indicate a creative direction (color, texture and typography.) We call that 'atmosphere.'

We also sometimes use website builders, such as Wix, Squarespace, etc. if requested by a client.

You'll have plenty of opportunities to review our work and provide feedback. We'll either share a Dropbox or Google Drive folder or development site with you, and we'll be in contact regularly.

#### Text Content:

We will input agreed upon text and/or images into your content management system to create the agreed upon pages on your website. We provide professional copywriting and editing services, so if you'd like us to create new content or input content for you, we can provide that service as an add-on for an additional cost.

#### Graphics and Photographs:

You should supply graphic files in a high quality format. You should supply photographs in a high resolution digital format. If you'd like, we can purchase stock photos and vectors for you at an additional cost for our time spent in this process plus the cost of the materials. We will always check with you before purchasing any materials. With this method, a separate invoice will be sent for materials costs close to the end of your project, and your project will not be turned over to you until that invoice is paid. Or you can choose to find materials yourself and send them to us to input for you or give us access to the account at which we can retrieve them.

#### WordPress:

We deliver websites created through WordPress. We work with you to select a theme that will represent your business and content well. You will own your website free and clear once you have paid us for our work.

#### Browser Testing:

Browser testing no longer means attempting to make a website look the same in browsers of different capabilities or on devices with different size screens. It does mean ensuring that a person's experience of a design should be appropriate to the capabilities of a browser or device.

We test our work in current versions of major desktop browsers including those made by Apple (Safari), Google (Chrome), Microsoft (Edge), and Mozilla (Firefox). We don't test in older browsers.

#### Mobile Browser Testing:

Testing using popular smaller screen devices is essential in ensuring that a person's experience of a design is appropriate to the capabilities of the device they're using.

We test our designs in

iOS 10: Safari, Google Chrome

Android: Google Chrome

We also test the responsiveness of our designs in multiple screen sizes and aspect ratios.

We won't test in Blackberry, specific Android devices, Windows or other mobile browsers unless we agreed on that separately. If you need us to test in these ways, we can provide a separate estimate for that.

#### Technical Support:

We're not a website hosting company, so we don't offer support for website hosting, email or other services related to hosting. We can set up an account for you at one of our preferred hosting providers. We can set up your site on a server plus any statistics software, such as Google Analytics. After that, the updates to and management of your hosting and website will be up to you. This is why we recommend the Make Friends with Your Product add-on, so you understand well how to keep your site updated and safe. You will contact your hosting company for any issues related to website hosting management once we have finished creating your website.

#### Search Engine Optimization (SEO):

We don't guarantee improvements to your website's search engine ranking, but the web pages that we develop are accessible to search engines.

#### Site Builders:

If we are using a site building service for you, we will use available templates and customize to meet your business needs. While we will do some testing and/or optimizing (if that service is available with the site builder you have chosen), the site building service will be responsible for how your site looks in different browsers and on mobile devices.

#### Coaching:

The website creation coaching program is for the purpose of teaching you how to build your website with your chosen theme/builder. You will be responsible for the outcome of your website and its completion. This includes website testing and any optimization you choose to do.

### **Other Products and Services**

#### Logos:

All logos are made from royalty-free vector images and original elements that we create and can be delivered to you as a .jpg, .png, and/or .pdf in varying sizes. For a vector .eps version of the file, you agree to pay the additional cost of covering licensing fees for the vector images used. We will always check with you before purchasing any materials, and there are 2 methods of purchase. 1) You will need to set up accounts to which you will then give Us access. 2) We will purchase items on your behalf through Our own accounts. With this method, a separate invoice will be sent for materials costs close to the end of your project, and your project will not be turned over to you until that invoice is paid. There will be no royalties paid to us or any other party involved in the design.

#### Images:

Images will be created from various sources, including images you supply, purchased royalty-free stock photos, free design elements, purchased design elements, and original elements that we create. Images can be delivered to you as a .jpg, .png, or .pdf in varying sizes and resolutions. You agree to pay the additional cost of covering any images or image elements purchased for the project. We will always check with you before purchasing any materials, and there are 2 methods of purchase. 1) You will need to set up accounts to which you will then give Us access. 2) We will purchase items on your behalf through Our own accounts. With this method, a separate invoice will be sent for materials costs close to the end of your project, and your project will not be turned over to you until that invoice is paid. There will be no royalties paid to us or any party involved in the design.

#### Video:

Videos will be created from various sources, including video/image/audio material you supply, purchased video/image/audio material, and original elements that we create. Video can be delivered to you via uploads to

YouTube or Vimeo or through a file sharing service in the resolution you choose. You agree to pay the additional cost of covering any needed video/image/audio materials purchased for the project beyond the resources that We have. We will always check with you before purchasing any materials, and there are 2 methods of purchase. 1) You will need to set up accounts to which you will then give Us access. 2) We will purchase items on your behalf through Our own accounts. With this method, a separate invoice will be sent for materials costs close to the end of your project, and your project will not be turned over to you until that invoice is paid. There will be no royalties paid to us or any party involved in the design of your video.

#### Audio:

Audio will be created from various sources, including audio you supply, purchased audio material, and original audio material that we create. Audio will be delivered to you as an .mp3 file. You agree to pay the additional cost of covering any audio purchased for the project. We will always check with you before purchasing any materials, and there are 2 methods of purchase. 1) You will need to set up accounts to which you will then give Us access. 2) We will purchase items on your behalf through Our own accounts. With this method, a separate invoice will be sent for materials costs close to the end of your project, and your project will not be turned over to you until that invoice is paid. There will be no royalties paid to us or any party involved in the design.

#### Text and eBooks:

Any and all text you provide to us for a project or ebook remains yours. Text that we create for you will be yours, as well. There will be no royalties paid to us for text we create for you.

### **Changes and revisions**

The price in your invoice is based on the amount of time that we estimate we'll need to accomplish everything you've told us you want to achieve, and revisions to correctly accomplish the work outlined in your invoice are already included. However, we don't want to limit your ability to change your mind and are happy to be flexible. If you want to make major changes to your project that will significantly impact the amount of time required to complete it or if you want to add anything new to the project, that won't be a problem as we will provide a separate estimate for that additional time.

### **Displaying Our Work**

We sometimes like to display our work in our portfolio and/or advertising, so we reserve the right to display all aspects of our creative work, including sketches, work-in-progress designs and the completed project or a link to your website, work, etc. on our portfolio, blog, and/or social media and in articles on websites, in magazine articles, and in books.

### **Early Contract Termination**

If, at any stage, you change your mind about what you want to be delivered and are not happy with the direction our work is taking, you'll pay us in full for work completed until that point and terminate this contract. Likewise, if we are unhappy with the direction a project is taking, we'll refund your project fee minus work completed until that point and terminate this contract.

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### How We Roll

We want to keep things running smoothly between us, so we're going to lay out our expectations for working with us in this section. Please read them carefully so we can be a Lennon/McCartney style team, make some beautiful music, and not break up the band, man. Thanks!

### **Terms of Understanding**

I understand that Owl10 Creative Services and I will be co-creating my projects.

I understand that any needed online sessions with Owl10 Creative Services can be scheduled through the links found at [www.owl10.com/schedule](http://www.owl10.com/schedule).

I understand that should I need to reschedule, I must notify Owl10 Creative Services at least 24 hours before my scheduled session and that rescheduled sessions are on an as-available basis and may affect my project's estimated completion schedule.

I understand that if I do not show up for my scheduled session that it will be considered a no-show and that the session will have to be rescheduled and will affect my project's estimated completion schedule. For Hatch a Plan meetings, a \$40 no-show fee will be required in an additional invoice before my rescheduled meeting can take place.

I understand that if I am more than 15 minutes late for my scheduled session, the session will be considered a no-show and that the session will need to be rescheduled. For Hatch a Plan meetings, a \$40 no-show fee will be required in an additional invoice before my rescheduled meeting can take place.

I understand that I will be bound by the payment schedule that I will enter into with Owl10 Creative Services, and that should I miss a payment, all work on my project(s) will be halted until payment on my account is brought up to date. Owl10 Creative Services won't turn over any work that has not been paid for.

I understand that if I do not pay an invoice from Owl10 Creative Services within 2 business days, I will be charged \$5.00 per day for the first 5 days and then \$25.00 per 30 days after that. Any late payment fees will be sent in an additional invoice that must be paid before work on my project(s) will resume.

I understand that any balance due after 95 days will be submitted to a collections agency.

I understand that there are no refunds available for completed work, and should I decide to end my business relationship with Owl10 Creative Services, I will pay for all work completed up to that point.

### **Statement of Intent**

I understand that Owl10 Creative Services and I will be co-creating my projects and that my input is vital to that process. If I do not provide the necessary input, materials, approvals, etc., my project cannot proceed according to the estimated project completion schedule.

I understand that I will be charged a \$40 project delay fee if I do not respond to Owl10 Creative Services' emails within 2 business days, if I do not provide needed materials at the agreed upon time, or if I am a no-show for a scheduled meeting. The project delay fee will be charged each time one of these events occurs during the course of a project. We are serious about getting your project done, and we expect you to be, too.

I understand that Owl10 Creative Services will maintain confidentiality of our communications only to the extent defined by the laws of the country/state each of us resides in.

I hereby release, waive, acquit and forever discharge Flannel Creative, LLC, d/b/a Owl10 Creative Services their agents, successors, assigns, personal representatives, executors, heirs and employees from every claim, suit, action, demand or right to compensation for damages I may claim to have or that I may have arising out of actions, omissions, or commissions taken by myself or by Flannel Creative, LLC, d/b/a Owl10 Creative Services in the course of my project or projects' creation. I further declare and represent that no promise, inducement or agreement not herein expressed has been made to me to enter into this release. The release made pursuant to this paragraph shall bind my heirs, executors, personal representatives, successors, assigns and agents.

### **Pledge of Commitment**

I hereby pledge my commitment to:

- bringing myself to my sessions with Owl10 Creative Services free from distractions
- arriving at any meetings with Owl10 Creative Services ready to work
- completing all forms and requests for information and materials from Owl10 Creative Services to the best of my abilities
- getting all needed materials to Owl10 Creative Services for the completion of my project(s) in a timely fashion
- contacting Owl10 Creative Services promptly with questions/concerns/ideas about my project
- making the completion of my project(s) a priority in my business and in my life

### **What is it like to work with Owl10 Creative Services?**

Here's what we at Owl10 Creative Services like: keeping things chill and doing good work for our clients. We really do enjoy the process of creating our clients' projects. We both really love figuring out how to do things, which is a skill we are pleased to use on behalf of our clients.

You, however, get to choose your own adventure on your end of the project. We can be as collaborative or autonomous on your project as you would like. Just know that the more collaboration we have from you, the lower your costs will be and the faster your project will be completed. Whatever level of interaction you choose, we just ask that you always be responsive to our requests for information and materials so that together, we can keep your project on track.

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### Legal Stuff

We'll carry out our work in accordance with good industry practice and at the standard expected from a suitably qualified person with relevant experience.

***That said, we can't guarantee that our work will be error-free and so we can't be liable to you or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if you've advised us of them.***

***We also can't guarantee the work of third parties, such as developers of plugins we use, and so we can't be liable to you or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if you've advised us of issues that relate to the work of others.***



***Your liability to us will also be limited to the amount of fees payable under this contract and you won't be liable to us or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if we've advised you of them.***

***Finally, if any provision of this contract shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this contract and shall not affect the validity and enforceability of any remaining provisions.***

Phew.

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### Intellectual Property Rights

***Just to be clear, "Intellectual property rights" means all patents, rights to inventions, copyright (including rights in software) and related rights, trademarks, service marks, get up and trade names, internet domain names, rights to goodwill or to sue for passing off, rights in designs, database rights, rights in confidential information (including know-how) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or shall subsist now or in the future in any part of the world.***

Phew again.

***First, you guarantee that all elements of text, images, video, audio, or other artwork you provide are either owned by your good selves, or that you have permission to use them. When you provide text, images or other artwork to us, you agree to protect us from any claim by a third party that we're using their intellectual property.***

***We guarantee that all elements of the work we deliver to you are either owned by us or we've obtained permission to provide them to you. When we provide text, images, video, audio, or other artwork to you, we agree to protect you from any claim by a third party that you're using their intellectual property. Provided you've paid for the work and that this contract hasn't been terminated, we'll assign all intellectual property rights to you as follows:***

***You'll own the website or material we design for you plus the visual elements that we create for it. We'll give you source files and finished files and you should keep them somewhere safe as we're not***

***required to keep a copy. You own all intellectual property rights of text, images, site specification and data you provided, unless someone else owns them.***

***We'll own any intellectual property rights we've developed prior to, or developed separately from this project and not paid for by you. We'll own the unique combination of these elements that constitutes a complete design and we'll license its use to you, exclusively and in perpetuity for this project only, unless we agree otherwise.***

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But Where's All the Horrible Small Print?

Just like a parking ticket, ***neither of us can transfer this contract to anyone else without the other's permission.***

***We both agree that we'll adhere to all relevant laws and regulations in relation to our activities under this contract and not cause the other to breach any relevant laws or regulations.***

***This contract stays in place and need not be renewed. If for some reason one part of this contract becomes invalid or unenforceable, the remaining parts of it remain in place.***

***Although the language is simple, the intentions are serious and this contract is a legal document under United States law and the state of Utah and your country and/or state of business.***