

Work Order



Date 1/20/11

Contract No. RAM-1101-002

Client Information

Company Name City of Ramsey HRA

Client Contact Heidi Nelson

Address 7550 Sunwood Drive

City, State, Zip Ramsey, MN 55303

Phone/Fax 763-433-9817

Billing Information

Company Name Same

Contact

Address

City, State, Zip

Phone/Fax

Project Information

Project Name The COR Marketing

Project Description Design and production materials Website and Marketing package

Principal BH

Est. Start Date 1/26/11

Est. Complete Date 3/15/11

Project Manager BH

Scope of Services

Sharp Creative, LLC agrees to perform graphic services for the client as follows:

Phase	Description	Task	Billing Message
	Website Design	Design and production of Website	Fixed Fee
	Marketing	Production of marketing materials and colateral system	Fixed Fee

Reimbursable expenses, including but not limited to Mileage, Stock Photography, printing, scanning and subconsultants will be billed as a reimbursable expense at 1.15 times cost.

Fees

Rate schedule is available upon request for hourly contracts

<input checked="" type="radio"/>	Fixed Fee	Fixed Fee Amount:	Plus typical reimbursables
<input type="radio"/>	Hourly with Estimate	Estimate Fee: TBD	Rates: \$95.00/Hour
<input type="radio"/>	Hourly to a Maximum	Maximum Fee:	Rates: \$95.00/Hour

IN WITNESS WHEREOF, the parties have accepted, made and executed this agreement upon the terms, conditions and provisions stated above and on the attached General Conditions including, but not limited to, provisions relating to limitations on liability of Consultant.

Accepted by:
Sharp Creative, LLC

City of Ramsey HRA


Ben Harris
Managing Partner
Date:

Date:

Work Order



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Expense Detail

Quantity	Description	Price Ea.	Total Price
	<p>Website: Create home page template, interior page templates,(1-3 page layouts) create structured navigation, create layout of navigation, create icons, buttons, and rollovers.</p> <p>Create CSS Style sheets for future additions/modifications</p> <p>Coordinate development with programmers</p>		\$3,500.00
	<p>Marketing Package: Design sections of marketing package, including: Cover, background, contents, general information on The COR, developer specific information, contact information, message from the Mayor, demographic profiles, project timelines, site plan sheets, project sheets, residential growth plans, area location plans, etc.</p> <p>Draw multiple maps illustrating demographic data, trade areas, train stops, general location, expected growth, trade competition, demographic sampling areas, etc.</p> <p>Edit aerial photography, Edit color scheme throughout package Design package to be friendly for in-house and professional offset printing, Create system of including larger maps in package Design package to work on a modular system that can be adapted to individual clients, Design package to look professional and complete with any sections included / removed</p> <p>Create tabbed system for navigating information in package – able to be changed based on included content.</p>		\$5,700.00
	<p>Compile Data for Competition Mapping Prepare Exhibits and Site Maps</p>		\$800.00
	<p>Coordinate printing and Press Checks</p>		\$2,600.00
	<p>CREDIT for previous billings</p>		(\$3,000.00)
		Total	\$9,600.00

Accepted by:
 Sharp Creative, LLC

Ben Harris
 Managing Partner

Date: January 20, 2011

City Of Ramsey HRA

Date: _____

General Conditions



- 1.0 **PAYMENT** Unless otherwise noted and agreed upon by Sharp Creative, LLC, payment will be collected from CLIENT at the following intervals: 50% of estimate upon signing work order, 50% of estimate plus related costs, including, but not limited to, reimbursable expenses, upon delivery of finals. At the discretion of Sharp Creative, LLC, payment may be required at other intervals for payment of vendors or outside consultants. Invoices are due and payable upon presentation unless otherwise noted and agreed upon by Sharp Creative, LLC. A 1.5% finance charge (18% ANNUAL PERCENTAGE RATE) is payable on all overdue balances. Finance charges may be compounded. Objections to invoices not made within thirty (30) days of the billing date are waived. The grant of any license or right of copyright is conditioned on the receipt of full payment and written consent.
- 1.1 **FAILURE TO PAY** CLIENT's failure to make timely payments is justification for suspension of all services and withholding of all deliverables until payment is received or other written agreements are made. Sharp Creative, LLC shall be entitled to recover all costs, expenses and fees incurred by Sharp Creative, LLC (including litigation and arbitration fees and costs, reasonable attorneys' fees, and Sharp Creative, LLC's internal labor at standard rates) due to CLIENT's failure to make timely payments.
- 2.0 **ESTIMATES** The fees and expenses presented to CLIENT on proposals or work orders are good faith estimates only. Sharp Creative, LLC makes no representation concerning any cost estimate figures other than that all cost figures are estimates only and Sharp Creative, LLC shall not be responsible for fluctuations in costs or quality figures. Final fees and expenses shall be shown when final invoice is rendered.
- 3.0 **EXPENSES** CLIENT shall reimburse Sharp Creative, LLC for all expenses arising from open projects including, but not limited to, shipping costs, mileage, printing, sales tax and outside consultants. Payment for expenses may be required by Sharp Creative, LLC at various intervals throughout the project to maintain project deadlines. Failure of CLIENT to pay expenses in a timely fashion may delay project deadlines and will not be considered the responsibility of Sharp Creative, LLC.
- 4.0 **CHANGES** CLIENT shall be responsible for making additional payment to Sharp Creative, LLC at normal rates for changes requested that are outside the scope of services detailed on the proposal or work order. CLIENT is not responsible for changes required as a result of failure of Sharp Creative, LLC to properly implement material provided by CLIENT for the project.
- 5.0 **CANCELLATION** This agreement may be terminated by either party upon seven (7) days written notice. In the event of any termination, Sharp Creative, LLC will be paid for all services rendered to the date of termination plus unpaid reimbursable expenses. Such termination shall not affect the parties' accrued rights and liabilities as of the date of termination.
- 6.0 **WARRANTY OF ORIGINALITY** Sharp Creative, LLC warrants and represents that, to the best of their knowledge, the work provided to CLIENT is original and has not been previously published, or that consent to use has been obtained on an unlimited basis; that all work or portions thereof obtained through the undersigned from 3rd parties is original or, if obtained on an unlimited basis; that Sharp Creative, LLC has full authority to meet this agreement and does not contain any unlawful matter. This warranty does not extend to any uses that CLIENT or other may make of Sharp Creative, LLC work that may infringe on the rights of others. Content provided by CLIENT for use in projects is assumed to be original and legally reproducible. CLIENT expressly agrees that it will hold Sharp Creative, LLC harmless of all liability based by CLIENT's use of Sharp Creative, LLC's materials, projects and artwork to the extent such use infringes on the rights of others.
- 7.0 **ORIGINALS** Sharp Creative, LLC retains ownership of all original artwork and source files, whether preliminary or final. Sharp Creative, LLC will provide reproducible copies of artwork at CLIENT's request. All documents released by Sharp Creative, LLC are instruments of its service. They are not suitable or authorized for reuse or extensions of this project or any other. Sharp Creative, LLC is the author of these documents and retains all common law, statutory and/or reserved rights, including copyright. Any reuse without specific written approval by Sharp Creative, LLC in each case is prohibited and subject to additional fees from Sharp Creative, LLC.
- 8.0 **MODIFICATIONS** Modification of proposals, work orders or this agreement must be in writing except that the invoice may include, and CLIENT shall pay, hourly fees or reimbursable expenses that were orally authorized in order to progress promptly with the work. Changes requested by CLIENT in service or responsibility beyond the scope outlines in the proposal or work order are considered "Author's Alterations" (AAs) and are billable to CLIENT.
- 9.0 **CODE OF FAIR PRACTICE** CLIENT and Sharp Creative, LLC agree to comply with the provisions of the Code of Fair Practice issued by the Graphic Designers Guild.
- 10.0 **LIMITATION OF LIABILITY** CLIENT agrees that it shall not hold Sharp Creative, LLC or their agents or employees liable for any incidental or consequential damages that arise from failing to perform any aspect of the project in a timely manner, regardless of whether such failure was caused by intentional or negligent acts or omissions of Sharp Creative, LLC or a third party.
- 11.0 **CONTRIBUTION OF MATERIALS** CLIENT agrees to cooperate in every way requested by Sharp Creative, LLC to expedite the completion of the work set forth in the contract. CLIENT agrees to provide all related materials in a reasonably acceptable format necessary for completion of the project, including, but not limited to, documents, copy and images for the reasonable pursuit of completion of the work.
- 12.0 **DISPUTE RESOLUTION** Any claim, dispute or other matter in question arising out of or relating to this Proposal or breach thereof ("Claim") in which the aggregate amount in controversy exclusive of interest, attorneys' fees and costs, is greater than or equal to the maximum amount for small claims court shall be decided by binding arbitration in Minneapolis. Judgment on any award by the arbitrator(s) shall be enforceable in any court having jurisdiction. Any Claim in which the aggregate amount in controversy, exclusive of interest, attorneys' fees and costs, is greater than the maximum amount for small claims court shall be resolved by litigation in the State or Federal Court located within Hennepin County, Minnesota. Consultant and Client expressly consent to the exclusive personal jurisdiction and venue of the Minnesota courts for all purposes relating to this Proposal. The parties waive trial by jury. This Proposal shall be governed by Minnesota law, without regard to conflicts of law principles. The CLIENT shall pay all arbitration and court costs, reasonable attorney's fees and legal interest on any award of judgment in favor of Sharp Creative, LLC. If any portion of this contract shall be deemed or determined to be unenforceable by the law, all other portions of this contract shall remain enforceable.
- 13.0 **RIGHTS TRANSFERRED** Any usage rights not expressly transferred in writing by Sharp Creative, LLC to CLIENT are reserved to Sharp Creative, LLC. Usage beyond that granted to the CLIENT in writing by Sharp Creative, LLC shall require payment of a mutually agreed-upon additional fee subject to all terms. Any transfer of rights is conditional upon the receipt of full payment to Sharp Creative, LLC for services rendered and reimbursable expenses. License of use is for single, original locations. Additional locations will require license fees.
- 14.0 **OTHER AGREEMENTS** There are no understandings or agreements except as herein expressly stated.
- 15.0 **ACCEPTANCE OF TERMS** The signature of both parties on an approved proposal or work order shall evidence acceptance of these terms.