

# LOGO Design Agreement

**THIS AGREEMENT**, effective as of May 20, 2023, (“**Effective Date**”) is entered into by and between Doug Chatham, (hereinafter referred to as “**Designer**”), and The City of Cartersville, (hereinafter referred to as “**Client**”). Designer and Client are sometimes referred to individually as a “**Party**” or collectively as the “**Parties.**”

## 1. PROJECT DESCRIPTION

The Parties agree that the Designer will deliver the following Services:

- **Discovery & Strategy.** Discovery process to include working directly with the City’s PR & Communications Manger to do a brand analysis, meet on research and insights, gather stakeholder input and together create a brand strategy to guide the design process.
- **Primary logo package.** This is the final, approved design, in various formats, lock-ups, vertical and horizontal arrangements, plus an icon and badge version.
- **Design system for sub-brands.** This is a design system that will allow for creating new sub-brands as needed. Up to 4 sub-brands will be included in this Project for departments, and other City entities specified by the Client.
- **A visual identity kit.** Brand guidelines, with applied examples, and a brand overview presentation.

The Parties agree that the Designer will deliver the final Services by October 30, 2023.

## 2. PAYMENT

- The Parties agree that the total cost of the services will be \$12,500, where \$4,250 will be paid at the signing of this Agreement, \$4,250 will be paid upon final approval of the primary logo and \$4,000 will be paid at completion and final delivery of all items listed in Section 1. Project Description.
- The Parties agree that the Designer will provide an invoice to the Client at every milestone listed above.



### **3. TERMINATION**

- This Agreement may be terminated immediately in the event that one of the Parties breaches this Agreement or one of the conditions set forth in this Agreement and does not amend the breach within a period of 14 days.
- This Agreement will automatically be terminated when the services are completed.

### **4. CONFIDENTIALITY**

- During the course of this Agreement, it may be necessary for the Client to share proprietary information, including trade secrets, industry knowledge, and other confidential information, with the Designer in order for the Designer to complete the Services in their final form. The Designer will not share any of this proprietary information at any time. The Designer also will not use any of this proprietary information for the Designer's personal benefit at any time. This section remains in full force and effect even after termination of the Agreement by its natural termination or early termination by either Party.

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### **5. OWNERSHIP**

- Right and title to all ideas, trade secrets, business processes, inventions, discoveries, and other intellectual property (collectively referred to as "Inventions") used or developed by Designer in the performance of the Services shall remain with Designer. Upon payment of all fees due hereunder, Client is hereby granted a non-exclusive license to use the completed logo the other items named, and the Inventions included in the logo. Client agrees to keep confidential any and all Inventions not publicly known and utilized by Designer under this Agreement.
- The Client may not reproduce or otherwise use design mock-ups, drafts, sketches etc. created by designer during work on the Project but not included into the final version of the Project. Such artwork belongs solely to the Designer who may use it at his own discretion.
- Designer retains the right to reproduce the Project in any form for self-marketing, portfolio, competitions, or other self-promotional uses. Designer shall at no times reproduce the logo for use in commercial means or for-profit use.
- The Client will be responsible for conducting a trademark clearance search, and any legal processing and fees associated with registering the trademark if the Client wishes to do so.

### **6. GOVERNING LAW**

- This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

## **7. Immigration Reform Compliance Requirement**

During the entire duration of this agreement, the Designer and its agents shall remain in compliance with Georgia Code section 13-10-91 and 50-36-1, as amended.

- Any contractors performing the “physical performance of services” for the City of Cartersville, including those that respond to bids or requests for proposals, must submit an E-Verify affidavit. The City of Cartersville cannot consider any contractors, even as part of a bidding or RFP process, unless they provide the appropriate E-Verify contractor affidavits. Contractors are defined as those who provide any “physical performance of services,” which means any performance of labor or services for the City of Cartersville using a bidding process or by contract that costs over \$2,499.99 in value between December 1 and November 30 of any given year.

## **8. REPRESENTATION AND WARRANTIES**

- The Parties agree and disclose that they are fully authorized to enter this Agreement. Both Parties’ performances and obligations are not to violate the rights of any third party or else violate other, if any, agreements made between them and/or any other organization, person, business or law/governmental regulation.

## **9. DISCLAIMER OF WARRANTIES**

- The Designer warrants to complete the Services listed in this Agreement as per the Client’s requirements and specifications. However, the Designer does not represent or warrant that such services provided in this Agreement will create additional sales, exposure, brand recognition, profits or other benefits.
- In addition to the above, the Designer holds no responsibility towards the Client in the event that the delivered work does not lead to the Client’s desired results.

## **10. LIMITATION OF LIABILITY**

- Under no circumstances will either party be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to this Agreement or the transactions it contemplates (whether for breach of contract, tort, negligence, or other form of action) in the event that such is not related to the direct result of one of the Parties’

negligence or breach.

#### **11. ASSIGNMENT**

- The Parties hereby agree not to assign any of the responsibilities in this Agreement to a third party, unless consented to by both Parties in writing.

#### **12. ALTERNATIVE DISPUTE RESOLUTION**

- Any dispute or difference whatsoever arising out of, or in connection with, this Agreement shall be submitted to arbitration/mediation/negotiation (circle one) in accordance with, and subject to the laws of the State of Georgia.

#### **13. ENTIRE AGREEMENT**

- The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both Parties.

#### **14. SEVERABILITY**

- In the event that any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain in force in accordance with the Parties' intention.

#### **SIGNATURE AND DATE**

The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated by their signatures below:

DESIGNER

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

CLIENT

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

CITY CLERK

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_