



Old Town San Diego Chamber of Commerce

4010 Twiggs St, San Diego, CA 92110 | (619) 228-9340 | www.oldtownsandiego.org | @VisitOldTownSD

AGREEMENT BETWEEN THE OLD TOWN SAN DIEGO CHAMBER OF COMMERCE AND SQUAIRD DESIGN

This Agreement ("Agreement") is entered into this 3rd day of October, 2023, by and between the Old Town San Diego Chamber of Commerce, located at 4010 Twiggs Street, San Diego, CA 92110 ("Client"), and Squaird Design, located at 14781 Pomerado Road #17, Poway, CA 92064 ("Designer").

SCOPE OF SERVICES: Designer agrees to provide Client with graphic design services as mutually agreed upon by both parties. Specific tasks, deliverables, and project details will be outlined in separate Addendums or Schedules attached to this Agreement.

DURATION: The term of this Agreement shall commence on October 3, 2023 and shall continue in full force and effect until September 30, 2024, unless otherwise terminated in accordance with the provisions of this Agreement.

OPTION TO RENEW: The Client has the option to renew this Agreement for an additional one-year term by providing written notice to the Designer at least thirty (30) days prior to the expiration of the initial term.

TERMS & CONDITIONS

1. Project Description. Client wishes to hire Squaird Design ("Designer") to provide Graphic Design services. The specific design files requested along with the requirements and details required in those files as requested by Client are as follows (the "Deliverables").

2. Schedule. The Parties will agree to a production schedule before the start of the project.

3. Client Approval and Revisions. Client must approve all materials before project finalization. Client shall be entitled to unlimited revisions when Designer is hired at an hourly rate. Any revisions for project-based work shall be negotiated at the time of contract.

4. Pricing and Payment Terms.

4.1. Hourly Rate. Client agrees to pay Designer a rate of \$60 per hour for Services associated with design(s) produced, billed monthly or upon receipt of the Deliverables. Billing schedule to be determined by Designer based on project production schedule and amount of work performed.

4.2. Project-based Pricing. Fees associated with design(s) produced with a project-based fee structure will be outlined within a separate Proposal.

4.3. Fees. In consideration of the Services to be performed by Designer, Client shall pay to Designer fees in the amounts and according to the payment schedule set forth in the Proposal, and all applicable sales, use or value added taxes, even if calculated or assessed subsequent to the payment schedule.

4.4. Expenses. Client shall pay Designer's expenses incurred in connection with the Agreement as follows: (a) incidental and out-of-pocket expenses including but not limited to costs for postage, shipping, print samples/proofs, presentation materials, photocopies, and computer expenses at cost plus Designer's standard markup of 30%, and, if applicable, (b) mileage reimbursement and/or travel expenses including transportation, meals, and lodging, incurred by Designer with Client's prior approval.

4.5. Additional Costs. Project pricing includes Designer's fee only. Any and all outside costs including, but not limited to, equipment rental, photographer's/videographer's costs and fees, photo/video and/or artwork licenses, prototype production costs, talent fees, music licenses and online access or hosting fees, will be billed to Client unless specifically otherwise provided for in the Proposal.

4.6. Invoices. All invoices are payable within 30 days of receipt. A monthly service charge of 1.5% is payable on all overdue balances. Payments will be credited first to late payment charges and next to the unpaid balance. Client shall be responsible for all collection or legal fees necessitated by lateness or default in payment. Designer reserves the right to withhold delivery and any transfer of ownership of any current work if accounts are not current or overdue invoices are not paid in full. All grants of any license to use or transfer of ownership of any intellectual property rights are conditioned upon receipt of payment in full which shall be inclusive of any and all outstanding Additional Costs, Taxes, Expenses, and Fees, Charges, or the costs of Changes.

5. Confidentiality. During the course of the project, it may be necessary for Client to share proprietary information, including trade secrets, industry knowledge, and other confidential information, to Designer in order for Designer to complete the Graphic Design services and Deliverables in their final form. Designer will not share any of this proprietary information at any time.

6. Ownership Rights. Client continues to own any and all proprietary information it shares with Designer during the term of the Agreement for the purposes of the Agreement. Upon completion of the Agreement, Client will own the final Graphic Design Deliverables.

While Designer will customize Client's Graphic Design Deliverables to Client's specifications, Client recognizes that Graphic Designs generally can have a common structure and basis. Designer continues to own any and all template designs it may create during the production of the Deliverables.

7. Representations and Warranties. Client represents and warrants that it has the rights to use any proprietary information, including, but not limited to trade secrets, trademarks, logos, copyrights, images, data, figures, content, and the like that it may provide to Designer to be included in the Deliverables. In the event that Client does not have these rights, Client will repay any associated

damages Designer may experience or will take responsibility so that Designer does not incur any damages.

8. Disclaimer of Warranties. Designer shall complete Graphic Design services for Client's purposes and to Client's specifications. DESIGNER DOES NOT REPRESENT OR WARRANT THAT SUCH DELIVERABLES WILL CREATE ANY ADDITIONAL PROFITS, SALES, EXPOSURE, BRAND RECOGNITION, OR THE LIKE. DESIGNER HAS NO RESPONSIBILITY TO CLIENT IF THE DELIVERABLES DO NOT LEAD TO CLIENT'S DESIRED RESULT(S).

9. Legal Fees. In the event of a dispute resulting in legal action, the successful party will be entitled to its legal fees, including, but not limited to its attorneys' fees.

10. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Old Town San Diego Chamber of Commerce

Squaird Design

By: Alex Ward
Alex Ward, Executive Director

By: Stephanie Juarez
Stephanie Juarez, Founder/Principal Designer

Date: 10/03/2023

Date: 10/3/2023