

**TALENT IS
NOT ENOUGH:
BUSINESS
SECRETS FOR
DESIGNERS**

*Revised
and expanded
third
edition*

SHEL PERKINS

"Now that design skills have become a commodity, you need business skills to focus them. Shel Perkins has written a cracker-jack book that will be on the shelf of every ambitious designer."

Marty Neumeier

President, Neutron LLC; author of *Zag* and *The Brand Gap*

"This is the best left-brain business book I've ever read for right-brain designers. And, having two right brains, I know what I'm talking about. I'm recommending Shel's book to every student of mine and buying a copy for each designer on my staff."

Brian Collins

Chief Creative Officer, Brand Integration Group,
Ogilvy & Mather Worldwide

"Damn good advice! This is a fantastic business handbook for designers. It's loaded with the specific, usable, real-world business knowledge that designers need. Shel has done a masterful job of making the information simple, clear, and easy to follow. This is a must-have book for any designer who wants to succeed in business."

Billy Pittard

President, Pittard Inc.

"This is the most concise and brilliantly informative guide I have ever wished I'd read before establishing three studios for ATTIK. Shel has managed to capture a vast array of learning that most of us only gather after many years of trial and error — a guide that every independent designer or agency owner should have within arm's reach."

Will Travis

President, U.S. Operations, ATTIK

"Shel Perkins' book Talent Is Not Enough is a gift to the design community. It is an extraordinary resource jam-packed with wisdom, advice, and sage counsel. It is truly a business bible for professional designers."

Debbie Millman

President, Design Group, Sterling Brands;
host of *Design Matters* on VoiceAmerica Internet Talk Radio;
author of *How to Think Like a Great Graphic Designer*

"The title says it all. You can learn the hard way, or you can read this book."

Brian Singer

Manager, Communication Design, Facebook;
author of *Graphic Content* and *1000 Journals*

"If only I could give a copy of Talent Is Not Enough to every graduating student! It's an invaluable guidebook. I wish it had been around before I went through my own education in the school of hard knocks."

Louise Sandhaus

Program Director, Graphic Design,
California Institute of the Arts

"This is a virtual encyclopedia of essential design business information. I've practiced on both sides of the freelance/in-house fence for more than twenty-five years and it amazes me that there's not a single business question I've encountered that doesn't have an in-depth answer in this book. Just as important as the range of advice is the fact that Shel's conversational writing style makes all the information accessible and easy to understand. This is the go-to resource for all design business topics."

Andy Epstein

Chair, AIGA Task Force on In-House Design;
author of *The Corporate Creative: Tips and Tactics for Thriving as an In-House Designer*

"I have always found the business end of running a design studio to be somewhat daunting. I wish I had this thoughtful, clear, and accessible guide to business development ages ago so that I did not have learn through trial and error."

Mark Randall

Principal, World Studio;
Program Chair, Impact: Design for Social Change,
School of Visual Arts

“Every designer should have this book. If you’ve met the man or heard him speak, you get a sense of how brilliant he is, but you really have to read this book to appreciate how well he can explain the landscape of the design business.”

Doug Cheever

Goodreads.com

“Shel’s book is a how-to for everyone in the business — from start-up design firms to established agencies to in-house teams. I’m reading it again and I’m still learning things. It’s the next best thing to an in-person consultation.”

Stanley Hainsworth

Chairman and Chief Creative Officer, Tether;

author of *Idea-ology: The Designer’s Journey*

“I wish I had read this book when we started our business seventeen years ago. Or even ten years ago. Or even last month, come to think of it. There is a ton of incredibly valuable information in here.”

Bonnie Siegler

Co-founder, Number Seventeen

“There is no doubt that Gravity Tank owes its success in part to Shel Perkins and the business values he taught me early in my career. Now all that wisdom is captured in Talent Is Not Enough. All creative professionals running their own business should grab a copy immediately and start reaping the benefits.”

Chris Conley

Partner and Co-founder, Gravity Tank;

Track Lead, Human-Centered Product Design,

IIT Institute of Design

"An invaluable resource for designers and small creative businesses. I made the mistake of lending this book out once and it never came back — so I bought it again."

Amy Stafford

Your Shining Red Thread

"My students are required to read this book. It makes it crystal clear that landing (and keeping) a design job requires much more than just talent and technical ability."

Mary Scott

Chair, School of Graphic Design,
Academy of Art University

"As a first-time owner of a design studio, I find this book to be an invaluable reference guide. It provides options for challenges I face every day and the security of knowing I can deal with the unexpected. This is a must-have for any design professional."

Brian Jacobs

Founder, Brick Design

"Where was this book when I was first starting out? Today, I keep it close to hand. It's a fabulous resource for everyone in the design industry. Thank you, Shel."

Sylvia Harris

Information Design Strategist, Citizen Research & Design

"It wouldn't be an exaggeration to say that just about everything I know about running a design agency I learned from Shel and this book."

Eric Heiman

Principal, Volume Inc.

"Finally — a comprehensive business guide written just for us. No designer should live without this book!"

Lynda Weinman

Co-founder, Lynda.com;
author of *Designing Web Graphics*

"Many design firms and designers have benefited from Shel's sound business perspectives and advice. Now he has written a valuable guide that continues that process. The lucky readers of Talent Is Not Enough: Business Secrets For Designers will absorb many important messages that are essential to success. Shel deserves a 'thank-you' for rendering this service to all designers."

Roz Goldfarb

President, Roz Goldfarb Associates;
author of *Careers by Design*

"Destined to become a dog-eared reference for all those parts of running a design firm that they never taught in college."

Mitchell Mauk

Principal, Mauk Design

"Although designers are highly skilled at applying their creativity toward solving design-related problems, most lack the fundamental business knowledge that would enable them to start or optimally run a firm. Whether you're a student, design contractor, or design firm owner, Shel Perkins' book, Talent Is Not Enough: Business Secrets For Designers, is a comprehensive source of information on the professional practice of design."

Gerard Furbershaw

Co-founder and COO, Lunar Design

"A great overview of all of the issues that designers need to know to be in business."

Nathan Shedroff

Chair, Design MBA Programs, CCA;

author of *Making Meaning* and *Experience Design*

"A confident and perceptive mentor, Perkins creates a painless navigation through a range of strategies and issues."

Communication Arts Magazine

"Shel Perkins has brought together the key insights and techniques every designer needs, whether they work from a spare room or a Madison Avenue cubicle. Use this book religiously: you'll have more energy for what matters most — creativity."

Bill Camarda

Read Only

"Whether you're just getting out of design school, thinking of going out on your own, or having large-firm growing pains, this is the book for you."

Mike Lenhart

GraphicDesignForum.com

"Packed with information on everything from how to get started to how to stay afloat."

STEP Magazine

"This book is simply a must-have for anyone working in the design profession."

Deanna Moore

AIGALosAngeles.org

"Shel Perkins spells out every aspect of business for every type of designer in a language that is easy to understand. From career paths to pricing to legal issues, no stone is left unturned. This book is an invaluable asset."

Troy Finamore

Finamore Design

"It is by far one of the best — if not the best — graphic design business book I have read."

Daniel Schutzsmith

GraphicDefine.org

"This is a fantastic book; everyone should have a (well-worn) copy. In Shel's typical style, the information is delivered in clear, concise language. Required and highly valuable reading for us all."

Rob Bynder

Principal, Robert Bynder Design

"Our favorite design consultant and your future best friend, Shel Perkins, literally wrote the book on this subject. Because he's a designer himself, he can give advice in a way that doesn't make creative types want to hurt themselves."

Alissa Walker

UnBeige

"Perkins' book should be required reading for any designer who would like to turn their design degree into a paycheck."

Robert Blinn

Core 77

Talent Is Not Enough: Business Secrets For Designers

Shel Perkins

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Talent Is Not Enough: Business Secrets For Designers, Third Edition

Shel Perkins

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Preface to third edition

Let me start by saying how extremely gratified I am at the very warm reception that the first two editions of this book received. They garnered positive reviews in the design press and enthusiastic word-of-mouth within the creative community. The book has been adopted as required reading in many design schools across the country, and it now sits on the reference shelf in many studios.

I've had many phone conversations and e-mail exchanges with readers. I've also had opportunities to give conference presentations based on topics addressed in the book and engage in lively Q&A sessions with audiences. I've enjoyed all of these interactions, and the great feedback I've received has guided me in the preparation of new content. In this expanded third edition, you'll find fresh information on understanding contracts, negotiating motion design projects, and coping with economic downturns. In addition, I've revisited all of the original chapters and added updated information wherever needed.

As everyone knows, a lot has changed in the overall economy since the first edition of this book was published several years ago. The global recession caused many clients to cut back on budgets. Competition for good projects increased. Employment opportunities for creative professionals became harder to find. All of this placed even more emphasis on the vital importance of solid business skills for designers. With that in mind, my goal in preparing this revised and expanded third edition has been to make the book even more useful to you as you move forward in your career. Please let me know whether I have succeeded!

Introduction

The work that we produce as designers has always been well documented. Every museum shop is stocked with glossy magazines and coffee table books that showcase innovative design. All of these show just one side of the profession. They focus on external, client-facing issues — the creative challenges that we take on and the solutions we deliver. In contrast, very little information is available about the internal, operational issues sometimes referred to as “professional practices.”

The design community needs more information on internal business issues, particularly for people who are just starting their careers. The majority of young designers now enter the profession as graduates of design degree programs. Most colleges do a good job of nurturing talent, teaching technical skills, and guiding the development of portfolios. However, many degree programs do not teach professional practices. The unfortunate result is that many graduates hit the streets each year with good portfolios and lots of enthusiasm but absolutely no idea how to determine pricing, negotiate fair contracts, and avoid common tax problems. It takes more than talent to sustain a design career. Long-term success requires both creative ability and business acumen.

In the working world, it has been traditional for designers to acquire business skills the hard way — by making mistakes. Many new design firms go out of business after just a few years, not because anything is wrong with the quality of the creative work being produced but because of inadequate business practices. Sometimes it's hard for design entrepreneurs to know where to turn for reliable advice. Professional practice insights are not often shared directly between competitive firms, and small companies often can't afford the services of outside business advisors. Because of this, creative firms tend to re-invent the wheel when it comes to daily business practices. This can lead to serious problems for innocent designers who inadvertently re-invent some key aspect of labor law or tax accounting. Not only is this trial-and-error approach wasteful and unnecessary for individual companies, but, in a larger sense, it holds the entire profession back.

This book addresses a broad range of vital business issues for designers. It draws upon my own experiences as a working designer and creative manager, and those of the established creative firms with whom I collaborate. I will continue to explore these important issues in my consulting work and teaching, and I'll continue to write about them — in fact, watch for free bonus chapters to be posted from time to time on the site: www.talentsnotenough.com.

The structure of this book

In assembling this book, one of the biggest challenges has been to sort out many topics that are largely interwoven and place them into one logical sequence. In arranging the chapters, I've chosen to cover topics in the order in which they arise over the course of a designer's career. This means that each new chapter builds in some way on the chapters that precede it, and a number of important topics (such as pricing) come up more than once. Each time a topic reappears, a different aspect of it is explored. This iterative structure will be clear to those who read the book from cover to cover. However, the book is also designed to serve as a quick reference for readers who are pressed for time. A detailed index is included to help you find specific information very quickly. In addition, many chapters list Web sites, industry associations, and publications that will be useful to you if you want to do further research.

As the table of contents indicates, the chapters have been grouped into four general sections. Here's a sneak preview of what you'll find in each section:

Career options

If you haven't yet selected your career path, this section will help you understand the many options available to you. It describes different ways to make a living as a creative professional, and it examines the key differences between a career as a designer and one as a fine artist.

Within the field of design, there are a number of different creative disciplines and work environments. If your plan is to become an employee — either in a consultancy (such as a design studio or an advertising agency) or in an in-house design department — you'll find lots of useful job hunting advice here.

On the other hand, you might decide that you don't want to be on anyone's payroll. Many people choose to remain independent and work on projects as freelancers. Most often, this involves assignments received on a subcontract basis from established design firms. To help you understand this type of relationship, a sample independent contractor

agreement is included. It clarifies many issues related to independent contractor status and ownership of the work being produced.

This first section ends with a review of personal income tax requirements for independent contractors and a recommended process for calculating a freelance billing rate.

Small business

Many designers who start their careers as freelancers discover that they really like being their own boss. They start thinking about moving away from subcontracting, going after corporate clients directly, and perhaps hiring a friend or two to help with the increased workload.

If you decide to grow a freelance practice into a small design company, you'll go through a series of growing pains. This section of the book covers the essentials of establishing and sustaining a successful firm. It will help you choose the right legal format for your company, register a business name, become an employer, and stay on the right side of the law when it comes to business licenses and taxes.

To stay afloat, your company will need a constant stream of appropriate new assignments. To accomplish this, time and money must continually be put into new business development. This section includes tips for effective marketing and self-promotional activities. Chances are that most of your client work will be done on a fixed-fee basis, so you'll find detailed instructions here for calculating a fixed fee and preparing a compelling proposal document. You'll also find information about other revenue models for creative services, including such things as licensing fees and royalties.

Each time you land a client assignment, you must strive to keep the work on schedule and on budget. As every design professional knows, this can be difficult. To help you succeed, the essential elements of smart project management are discussed in detail.

To round out this section on small business basics, you'll find guidance on bookkeeping fundamentals, cash flow management, facilities issues, and an introduction to the various types of business insurance that your company will need.

Legal issues

Unfortunately, designers are often naïve or ill-informed when it comes to legal issues. In the working world, no one else is going to look out for our interests — we have to do it for ourselves. This section covers many important legal issues that apply to creative services. It includes an explanation of intellectual property rights (including copyrights, trademarks, and patents) plus a discussion of defamation and the rights of privacy and publicity (which are particularly important if you're working in advertising or publishing).

These and other legal issues come into play when you're negotiating contracts with clients. You can set yourself up for serious problems if you sign a contract without completely understanding the fine print. To help you avoid the most common pitfalls, this section includes the full text of the latest AIGA Standard Form of Agreement for Design Services. AIGA (formerly the American Institute of Graphic Arts) is the leading professional association for designers in the United States. This important reference document consists of recommended contract language, definitions of key terms, and suggestions for successful contract negotiations with clients. It has recently been expanded to address some of the specialized legal issues that come up on motion design projects.

This section closes with a few thoughts about the important ethical challenges and social responsibilities facing the design profession today.

Large firms

Over time, each successful small business will have opportunities to grow into a large business. You don't have to expand your operations if you don't want to. However, if you decide to become a larger firm, be prepared to face an entirely new series of growing pains. You'll be working with larger client organizations. Projects will become

larger and more complex, requiring you to develop a broader range of resources. You'll face the challenge of building and guiding larger and more diverse design teams.

With more people on board and more money at stake, you'll need to develop additional expertise in business planning and financial management. It will become more important to establish long-range targets and benchmark your financial performance against key indicators for your type of firm. All of these issues are discussed here.

As the firm grows, you'll be getting other people involved in new business development, and eventually you'll hire at least one full-time salesperson to represent your company in the broader business community. This will raise many issues about the evolving role of the founder and the need to develop a second generation of management. Effective long-range business planning includes thinking about ownership transition. Eventually, the founder of the company needs to create and implement a smart exit strategy — a way to extract some of the value that has built up in the firm over the years. This will provide cash for retirement or for launching other ventures. You'll find detailed information here about the process of valuing and selling a creative business, along with some tips for making a successful transition to the proud new owner.

This section also discusses the fundamental business differences between design studios and advertising agencies and provides expert advice on successfully navigating your creative firm through an economic downturn.

Last but not least, this section on large firms comes to a close with a discussion of the challenges faced by design managers who are working inside large client organizations as leaders of in-house departments. In many respects, this closing chapter is a summation of all that has preceded it.

A resource for your career

In writing this book, my goal has been to provide an essential resource to the design community on professional practice topics. No matter what stage of your career you're at, I hope you find this book to be one of your most important tools for success.

Chapter 04: Sample independent contractor agreement

Use an agreement like this when subcontracting with design firms and ad agencies. However, it should not be used when selling services directly to a business client. Instead, you should prepare a fixed-fee proposal that includes appropriate terms and conditions, as discussed in Chapter 11 and Chapter 19.

This services agreement ("Agreement") is made and entered into as of by and between ("Design Firm") and ("Contractor").

Design Firm desires to retain Contractor as an independent contractor to perform consulting services for Design Firm, and Contractor is willing to perform such services, on terms set forth more fully below. In consideration of the mutual promises contained herein, the parties agree as follows:

1. Services.

- A. Contractor agrees to perform for Design Firm those services described in Exhibit A incorporated herein by reference (the "Services"). The parties may delete, add or substitute Services, extend the Term, or alter the terms of compensation by amending Exhibit A, provided that such amendment shall be signed by an authorized representative of both parties and shall indicate whether it is to replace or alter the then existing Exhibit A.
- B. Contractor is authorized to perform the Services under this Agreement only upon the request or at the direction of, and shall report solely to, a Principal of Design Firm and/or his or her designee.

2. Compensation.

- A. Design Firm agrees to pay Contractor the compensation set forth in Exhibit A for the performance of the Services ("Fixed Compensation"). Such Fixed Compensation shall be payable on the schedule set forth in Exhibit A.
- B. Design Firm shall reimburse Contractor for reasonable pre-approved travel, living, and other expenses incurred by Contractor in connection with the performance of Services hereunder. All equipment and tangible materials purchased by Contractor and reimbursed by Design Firm under this provision shall be the property of Design Firm, and, upon request by Design Firm, Contractor shall assign ownership in, and deliver, any such equipment to Design Firm.

3. Intellectual property ownership.

- A. To the extent that the work performed by the Contractor under this Agreement (“Contractor’s Work”) includes any work of authorship entitled to protection under copyright laws, the parties agree to the following provisions.
 - 1. Contractor’s Work has been specially ordered and commissioned by Design Firm as a contribution to a collective work, a supplementary work, or other category of work eligible to be treated as a work made for hire under the U.S. Copyright Act.
 - 2. Contractor’s Work shall be deemed a commissioned work and a work made for hire to the greatest extent permitted by law.
 - 3. Design Firm shall be the sole author of Contractor’s Work and any work embodying the Contractor’s Work according to the U.S. Copyright Act.
- B. To the extent that Contractor’s Work is not properly characterized as a work made for hire, Contractor grants to Design Firm all right, title, and interest in Contractor’s Work, including all copyright rights, in perpetuity and throughout the world.
- C. Contractor shall help prepare any papers Design Firm considers necessary to secure any copyrights, patents, trademarks, or intellectual property rights at no charge to Design Firm. However, Design Firm shall reimburse Contractor for reasonable out-of-pocket expenses incurred.
- D. Contractor agrees to require any employees or contract personnel Contractor uses to perform services under this Agreement to assign in writing to Contractor all copyright and other intellectual property rights they may have in their work product. Contractor shall provide Design Firm with a signed copy of each such assignment.
- E. Contractor hereby waives any and all moral rights, including the right to identification of authorship or limitation on subsequent modification that Contractor has or may have in any materials or other deliverables assigned to Design Firm hereunder.
- F. All of the provisions of this Section 3 shall be effective only upon full payment of all Fixed Compensation due pursuant to Section 2 and Exhibit A.

4. Originality and Noninfringement.

- A. Contractor represents and warrants that the Work Product and all materials and Services provided by Contractor hereunder will be original with Contractor or its employees or contract personnel, or shall be in the public domain, and that the use thereof by Design Firm or its customers, representatives, distributors, or dealers will not knowingly infringe any patent, copyright, trade secret or other intellectual property right of any third party. Contractor agrees to indemnify and hold Design Firm harmless against any liability, loss, cost, damage, claims, demands, or expenses (including reasonable outside attorney's fees) of Design Firm or its customers, representatives, distributors, or dealers arising out of any breach of this paragraph.
- B. Design Firm represents and warrants that all materials provided to Contractor hereunder will be original with Design Firm or its employees or contract personnel, or is properly licensed for use as described in Exhibit A, or shall be in the public domain, and that the use thereof by Contractor will not knowingly infringe any patent, copyright, trade secret or other intellectual property right of any third party. Design Firm agrees to indemnify and hold Contractor harmless against any liability, loss, cost, damage, claims, demands, or expenses (including reasonable outside attorney's fees) of Contractor arising out of any breach of this paragraph.

5. Confidentiality.

- A. "Confidential Information" means the Work Product and any Design Firm proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, customers, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, or other business information disclosed by Design Firm either directly or indirectly in writing, orally or by drawings or inspection of parts or equipment.
- B. Contractor and its employees and consultants shall hold all Confidential Information in the strictest confidence and shall not, during or subsequent to the term of this

Agreement, use Design Firm's Confidential Information for any purpose whatsoever other than the performance of the Services on behalf of Design Firm. Confidential Information does not include information that (i) is known to Contractor at the time of disclosure to Contractor by Design Firm as evidenced by written records of Contractor, (ii) has become publicly known and made generally available through no wrongful act of Contractor, or (iii) has been rightfully received by Contractor from a third party who is authorized to make such disclosure. Without Design Firm's prior written approval, Contractor shall not directly or indirectly disclose to anyone the terms and conditions of this Agreement. Contractor may disclose that it is "working with" Design Firm, but shall not otherwise characterize the nature or scope of the Services.

- C. Contractor agrees that it will not, during the term of this Agreement, improperly use or disclose any trade secrets of any former or current employer or other person or entity with which Contractor has an agreement or duty to keep in confidence information acquired by Contractor in confidence, if any, and that Contractor shall not bring onto the premises of Design Firm any unpublished document or proprietary information belonging to such employer, person, or entity unless consented to in writing by such employer, person, or entity.
- D. Contractor recognizes that Design Firm has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on Design Firm's part to maintain the confidentiality of such information and to use it only for certain limited purposes. Contractor agrees that Contractor owes Design Firm and such third parties, during the term of this Agreement and thereafter, a duty to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm, or corporation or to use it except as necessary in carrying out the Services for Design Firm consistent with Design Firm's agreement with such third party.
- E. Upon the termination of this Agreement, or upon Design Firm's earlier request, Contractor shall

deliver to Design Firm all of Design Firm's property and Confidential Information in tangible form that Contractor may have in Contractor's possession or control.

6. Conflicting obligations.

Contractor certifies that Contractor has no outstanding agreement or obligation that is in conflict with any of the provisions of this Agreement, or that would preclude Contractor from complying with the provisions hereof, and further certifies that Contractor will not enter into any such conflicting agreement during the term of this Agreement.

7. Term and termination.

- A. This Agreement shall be effective as of the date Contractor first performed the Services. This Agreement shall continue until the date specified in Exhibit A or termination as provided below ("Term").
- B. Either party may terminate this Agreement without cause upon ten (10) days prior written notice to the other party.
- C. If Design Firm terminates (except for Contractor's uncured material breach of this Agreement) Design Firm will pay Contractor for all services or expenses actually incurred up to the date of termination.
- D. Sections 3 and 4 shall survive termination of this Agreement.

8. Assignment.

Contractor acknowledges that the consulting services to be performed hereunder are of a special and unique nature. Neither this Agreement nor any right hereunder or interest herein may be assigned or delegated by Contractor without the express written consent of Design Firm. Any such attempted assignment shall be void.

9. Independent contractor.

Contractor shall perform the Services hereunder as an independent consultant. Nothing in this Agreement shall in any way be construed to constitute Contractor as an agent, employee, or representative of Design Firm. Since Contractor is not an employee of Design Firm, it is understood that neither Contractor nor any of its employees is entitled to any employee benefits during

the Term. Contractor shall pay all necessary local, state, or federal taxes, including but not limited to withholding taxes, workers' compensation, FICA, and unemployment taxes for Contractor and its employees. Contractor acknowledges and agrees that Contractor is obligated to report as income all compensation received by Contractor pursuant to this Agreement, and Contractor agrees to indemnify Design Firm and hold it harmless to the extent of any obligation imposed on Design Firm (i) to pay withholding taxes or similar items or (ii) resulting from Contractor's being determined not to be an independent contractor. In the performance of all Services hereunder, Contractor shall comply with all applicable laws and regulations.

10. Equitable relief.

Contractor agrees that it would be impossible or inadequate to measure and calculate Design Firm's damages from any breach of the covenants set forth in Sections 3, 5, or 6 herein. Accordingly, Contractor agrees that in the event of such breach, Design Firm will have, in addition to any other right or remedy available, the right to seek to obtain from any court of competent jurisdiction an injunction restraining such breach or threatened breach and specific performance of any such provision.

11. Miscellaneous.

This is the entire agreement between the parties relating to the subject matter hereof and no waiver or modification of the Agreement shall be valid unless in writing signed by each party. The waiver of a breach of any term hereof shall in no way be construed as a waiver of any other term or breach hereof. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect. Neither party shall have any liability for its failure to perform its obligations hereunder when due to circumstances beyond its reasonable control. This Agreement shall inure to the benefit of and be binding upon each party's successors and assigns. This Agreement is governed by the laws of the State of without reference to conflict of laws principles. All disputes

arising out of this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in County, , and the parties agree and submit to the personal and exclusive jurisdiction and venue of these courts.

In witness whereof, the parties hereto have executed this Agreement as of the day and year first written above.

For Design Firm:

Authorized signature

Print name and title

Date

Address

For Contractor:

Authorized signature

Print name and title

Social Security or Federal Tax ID Number

Date

Address

Exhibit A

Services to be performed by Contractor.

Contractor shall perform and Design Firm shall pay for the following services:

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Term.

The Term shall commence on the date hereof and terminate on:

Fixed Compensation.

Design Firm shall pay the Contractor as follows (select one):

- Project rate of \$
- Day rate of \$ / day
- Hourly rate of \$ / hour
- Other \$

Invoice schedule.

Contractor shall invoice Design Firm as follows (select one):

- At the end of each week
- At the end of each month
- Upon completion of the project

Payment schedule.

Payment shall be made within thirty (30) days of Design Firm's receipt of Contractor's invoice.

Accepted.

I have read and understand the above terms.

For Design Firm:

Authorized signature

Print name and title

Date.....

Address

For Contractor:

Authorized signature

Print name and title

Social Security or Federal Tax ID Number

Date

Address

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