

BROOKE TOUBEAU

63 Pine St.

Franklin, MA. 02038

instagram: [@thegirlinahat13](https://www.instagram.com/thegirlinahat13)

# Proposal

Client: Wendy Montanez

Project: Logo/Branding - 'Gatos Borincoon'

Date: August 19, 2024

## PROJECT GOALS

Create a unique vector Illustration for the business "Gatos Borincoon". This will include logo (and slogan, if needed) used for logo/branding purposes.

## DELIVERABLES

- Brooke will create and provide 5—7 initial logo concepts. After any revisions agreed upon, Brooke will deliver 1—2 final logo design(s). This includes 2-3 rounds of edits. Multiple additional rounds of revisions, though not typically necessary, could result in additional costs.
- Brooke will be responsible for the original (scatter shots) sketching/concept to creation of the logo.
- Brooke will be responsible for any edits (within 2-3 rounds) needed for the logo.
- Brooke will be responsible for delivery of the final version of the logo package.

# COST BREAKDOWN

Graphic vector illustration: \$100.00

## WORKING AGREEMENT

### Estimates

The costs and expenses cited in this proposal are my best estimates given the information provided. They include conception, design, production and presentation time. If additional information is forthcoming, project specifications change, or the scheduling changes, cost and expense estimates may also change.

The effect of major changes, additional services, and delays cannot be determined until a final design direction has been established. If requirements arise for additional work or scheduling changes not reflected in this estimate, I will provide an updated estimate when the final design direction has been approved.

Cost and expense estimates are appropriate for 30 days from the date of this proposal.

### Ownership of Works

This section basically says - You will have complete ownership of the original logo I design for you. You can use it in any way you'd like after I deliver you the files, and that I can showcase it in my portfolio if I have your permission to do so.

All work product of Brooke Toubeau (hereafter referred to as "Consultant") created, conceived, developed or first reduced to practice pursuant hereto, either solely or in collaboration with others, at all stages of development (the "Works") shall be and remain at all times the sole and exclusive property of Wendy Montanez (hereafter referred to as "Client"). The Client will own all right, title and interest in all Works subject to Consultant's right to Retained Components as set forth below. All Works will be "works made for hire" pursuant to the United States Copyright Act of 1976 (the "Act"), and the Client will thereby own all right, title and interest in all such Works. To the extent that the Works or any part thereof are deemed by any court of competent jurisdiction or any governmental or regulatory agency not be a "work made for hire" within the meaning of the Act, the provisions of this Agreement will still control and, for the consideration set forth herein, Consultant hereby irrevocably and absolutely assigns, sets over and grants to the Client, its permitted successors and assigns, the Works and all of its rights therein, including, but not limited to, any copyrights and renewals and extensions thereof. The rights contemplated by this assignment will include, without limitation, the right to copy, distribute, modify, alter, adapt, revise and prepare derivative works from the Works.

Client grants to Consultant a nonexclusive, worldwide, and royalty-free license to (i) use, reproduce, modify, and prepare derivative works of the Works for Client only for the term of this Agreement and solely in connection with its provision of the Services hereunder, and (ii) to display the Works and the other materials provided by Consultant to Client as part of the Services solely for marketing and promotional purposes on Consultant's web site and in online and/or print marketing collateral, and the like.

Consultant retains all right, title and interest in and to all pre-existing materials not developed exclusively and specifically for Client under this Agreement (collectively, the "Retained Components"). Notwithstanding the foregoing, upon payment in full of all fees due hereunder to Client, Consultant grants to Client a non-exclusive, perpetual royalty-free license to use, reproduce, modify and display the Retained Components solely for use in the Works. Client shall not reverse engineer, disassemble or decompile the Retained Components, and may not sublicense the use of the Retained Components under any circumstances unless explicitly authorized by Consultant in writing.

## Purchase Order

If this proposal is acceptable, please sign as indicated below and return. Thanks!

Brooke Toubeau

08.28.2024

\_\_\_\_\_  
Approved by (Print Name)

\_\_\_\_\_  
Date



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Approved by (Signature)

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Approved by (Print Name)

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Date

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Approved by (Signature)