

## Pro Bono Project Proposal

Client: St. Elias Reformed Church - 2016 Church Rd, Sunbury PA 17801

Designers: Dominic Mangle and Bailey Criss

### About St. Elias:

St. Elias Reformed Church has been around since 1850, carrying the mission of preaching the Gospel of Jesus Christ. While it is still continuing this mission, it is definitely lacking in its marketing as it still uses old school methods. Due to this, it's somewhat difficult for new attendees to join the congregation. While they do have their handful of events throughout the year, we believe our services will be a great aid.

### Process:

One of the designers, Dominic, had actually offered his design services a long while ago but hasn't acted on it until now. Thus on September 4th, 2024, both designers contacted Dominic's grandmother, Pam Latsha (a representative of St. Elias), offering design services on a professional level via email. Unfortunately, St. Elias does not have a lot of the things most other non-profits have. Little to no flyers or advertisements, no website, no business cards, not even a proper logo. All they have are their bulletins, and their outdoor sign that was made a long time ago. This was the big reason why we chose to aid this church.

Along with the initial email of them accepting our services, they already had a good idea of what they would need to get them going. It mostly pertained to a series of advertisements, both physical and digital, for either their main Sunday services and their upcoming events. Along with that, they noted that next year will be the church's 175th Anniversary, in which they had a few ideas on how to promote this milestone. On top of that, we agreed to give them a bit of a face lift with a new logo/branding.

While the idea of making a website has sprung up, most of the congregation is on the older side, with little to no experience maintaining a website. However, we think that it could be beneficial to at the very least create a mockup for what a website could look like.

Both designers and the church (Pam) decided on the following projects to tackle to help St. Elias attract more people to attend:

- Brand new logo/branding
- Flyer/social media ad for Church Services
- Flyer/social media ad for Open House Event
- Flyer/social media ad for Christmas Eve Service
- Flyer/social media ad for 175th Anniversary
- Historical brochure for 175th Anniversary
- Website mockup?

To execute these projects to the best of our ability, both designers decided to delegate the load 50/50 to make it more doable with the allotted time we have.

- Logo/Branding
  - Dominic will do typography.
  - Bailey will do the graphic.
- Flyers/Social Media ads
  - Dominic will do the Open House/175th ad.
  - Bailey will do the Service/Christmas Eve ad.
- Brochure
  - Both will do the Brochure.
- Website Mockup
  - Both will do the Website Mockup. Assuming time allows.

As of now, September 27th, 2024, there is no hard deadline aside from when the assignment is due, which is in November. The only thing we need to keep in mind is that the Open House event is at the beginning of December, so getting that done sooner is imperative.

We are not getting paid for this service, for we are offering our services for free to aid a non-profit organization.

## INDEPENDENT FREELANCER/CONTRACTOR AGREEMENT

THIS INDEPENDENT FREELANCER/CONTRACTOR AGREEMENT (the "Agreement") dated this \_\_\_\_\_ day of \_\_\_\_\_, YEAR

BETWEEN:

St. Elias Reformed Church

2016 Church Rd, Sunbury, PA 17055

(the "Client")

- AND -

Dominic Mangle and Bailey Criss

1 HACC Dr, Harrisburg, PA 17110

(the "Contractor/Freelancer (Student Designers)").

BACKGROUND:

- A. The Client is of the opinion that the Contractor/Freelancer (Student Designers) has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor/Freelancer is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor/Freelancer (Student Designers) (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

### Services Provided

1. The Client hereby agrees to engage the Contractor/Freelancer (Student Designers) to provide the Client with services (the "Services") consisting of:

- Brand new logo/branding
- Flyer/social media ad for Church Services
- Flyer/social media ad for Open House Event
- Flyer/social media ad for Christmas Eve Service
- Flyer/social media ad for 175th Anniversary
- Historical brochure for 175th Anniversary
- Website mockup?

2. The Services will also include any other tasks which the Parties may agree on. The Contractor/Freelancer (Student Designers) hereby agrees to provide such Services to the Client.

### Term of Agreement

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until November 18th, 2024, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended by mutual written agreement of the Parties.

4. In the event that either Party breaches a material provision under this Agreement, the non-defaulting Party may terminate this Agreement and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages. Performance

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

### Currency

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in US Dollars.

### Compensation

7. For the services rendered by the Contractor/Freelancer (Student Designers) as

required by this Agreement, the Client will provide compensation (the "Compensation") to the Contractor/Freelancer (Student Designers) as follows:

- This is a pro bono project. A payment of zero is agreed by all parties involved.
8. The Compensation as stated in this Agreement does not include sales tax, or other applicable duties as may be required by law. Any sales tax and duties required by law will be charged to the Client in addition to the Compensation.

#### Reimbursement of Expenses

9. The Contractor/Freelancer (Student Designers) will be reimbursed from time to time for all reasonable and necessary expenses incurred by the Contractor/Freelancer (Student Designers) in connection with providing the Services hereunder.
10. The Contractor/Freelancer (Student Designers) will furnish vouchers to the Client for all such expenses.

#### Confidentiality

11. Confidential information (the "Confidential Information") refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
12. The Contractor/Freelancer (Student Designers) agrees that it will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor/Freelancer (Student Designers) has obtained, except as authorized by the Client. This obligation will survive the expiration or termination of this Agreement and will continue indefinitely.
13. All written and oral information and materials disclosed or provided by the Client to

the Contractor/Freelancer (Student Designers) under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor/Freelancer (Student Designers).

#### Ownership of Materials and Intellectual Property

14. All intellectual property and related materials (the "Intellectual Property") including any related work in progress that is developed or produced under this Agreement, will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.

15. The Contractor/Freelancer (Student Designers) may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Contractor/Freelancer (Student Designers) will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

16. The Contractor/Freelancer (Student Designers) will still have the right to use these designs only for promotion of their services via portfolio, website, and/or print. Not for selling or distribution.

#### Return of Property

16. Upon the expiry or termination of this Agreement, the Contractor/Freelancer (Student Designers) will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

#### Capacity/Independent Contractor

17. In providing the Services under this Agreement it is expressly agreed that the Contractor/Freelancer (Student Designers) is acting as an independent contractor and not as an employee. The Contractor/Freelancer (Student Designers) and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

#### Notice

18. All notices, requests, demands or other communications required or permitted by

the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

a. Client: St. Elias Reformed Church

Address: 2016 Church Rd, Sunbury, PA 17801

Email: [platsha58@gmail.com](mailto:platsha58@gmail.com)

b. Contractor/Freelancer (Student Designers): Dominic Mangle and Bailey Criss

Address: 1 HACC Dr, Harrisburg, PA 17110

Email: [djm94335@hawkmall.hacc.edu](mailto:djm94335@hawkmall.hacc.edu)

[bxc28237@hawkmall.hacc.edu](mailto:bxc28237@hawkmall.hacc.edu)

or to such other address as any Party may from time to time notify the other.

## 2. Indemnification

19. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

## Additional Clause

20. All additional information must be written in this section.

## Legal Expenses

21. In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing Party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.

#### Modification of Agreement

22. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

#### Time of the Essence

23. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision. If necessary and agreed by all parties; arrangements and contracts will be made beyond the mentioned end date to add or further this project.

#### Assignment

24. The Contractor/Freelancer (Student Designers) will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

#### Entire Agreement

25. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

#### Enurement

26. This Agreement will ensure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

#### Titles/Headings

27. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

#### Governing Law

28. It is the intention of the Parties to this Agreement that this Agreement and the



performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of Pennsylvania, without regard to the jurisdiction in which any action or special proceeding may be instituted.

#### Severability

29. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

#### Waiver

30. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Client's name

\_\_\_\_\_  
Contractor/Freelancer (Student Designers)  
names



# Client Evaluation

Name:

Date:

1. Are you satisfied with the final designs?

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2. Strongest design? Explain.

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3. Weakest design? Explain.

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4. How would you like to see these projects improved?

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5. Did the designers provide satisfactory service (communication, timing, respect, etc.)?

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6. Did the designers fulfill your vision and expectations?

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7. Would you work with the designers again and/or recommend them to others?

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