



Todd M. LeMieux

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PROJECT AGREEMENT

11 August 2025

Ann Clifford
Senior Planner
Town of Concord Planning Division
141 Keyes Rd.
Concord, MA 01742

Hello Ann,

I'm sending along this agreement for the Keeping Concord: 2025 Community-Wide Historic Preservation Plan Report Design. Please review and let me know if you have any questions or need any clarification; or if this is all set then please sign / return to me and we can begin.

Based on the details we discussed when we met as well as the PDFs you shared, here is the estimate for this project:

SCOPE OF WORK — CREATIVE SERVICES + DELIVERABLES:

1. Keeping Concord: 2025 Community-Wide Historic Preservation Plan Report Design

- Design, formatting and pagination of a 70 page (± 4 pages) report in InDesign
- 20-page summary of pages extracted from 70-page report (not redesigned)

PROJECT FEE:

\$4800.00

PAYMENT SCHEDULE + INFO:

There will be 3 (three) progress payments for this project:

- 1st invoice for initial design concept approval.
- 2nd invoice at completion of first draft.
- 3rd invoice at completion of final design, after draft review and edits. Final PDFs provided.

- Bill.com (preferred), Venmo (@Todd-LeMieux) or PayPal (@toddmleieux)
- Check is also an option, made payable and mailed to:
Todd M. LeMieux, 125 Magnolia Terrace, Springfield, MA 01108

COMPLETION/DELIVERY OF PROJECT:

First proof (design concept options) will be delivered approximately 2 weeks (about 10 business days, depending on overall schedule in any given week and pending holidays and such) after receiving this signed agreement. Revisions will be made in a timely manner; any necessary adjustment to this timeline will be mutually agreed upon.

I am looking forward to the opportunity to work together — let's officially get started with this signed agreement.

Regards,

Todd M. LeMieux

I agree to the terms and conditions. Let's go!

Ann Clifford
Town of Concord

Date



GENERAL TERMS All estimates, quotes and work performed are subject to the following terms:

- 1. Parties:** "Client" is the addressee of the above letter; "Designer" is Todd M. LeMieux. The "Work" is all Designer's work on the Project described above.
- 2. Design Fee Includes:** Initial concept/research consultation with Client, design/research time, emailed proofs and final Work file(s). Additional file formats may be provided as requested.
- 3. Changes:** Changes other than for Designer's error (for example, due to additional Client revisions, additions or incomplete information) are billed at \$85.00 per hour in addition to the Design Fee, and may prolong delivery of Work.
- 4. Transfer of Usage Rights:** Client's rights are contingent upon full payment of the Design Fee, including all costs, and do not transfer to Client until full payment is made. Logo & wordmark projects include all rights; print and digital projects include first-use/publication worldwide.
- 5. Payment Schedule:** Payment is due upon invoicing unless stated otherwise (in Payment Schedule above) or: a deposit in an amount equal to 1/3 (one third) of the total estimated cost is required prior to execution of the project. The second 1/3 payment is due upon approval of the Work. The remaining balance is to be paid before delivery and use of the completed project. All invoices are net due within 14 days. Failure to make any payment will result in either work stoppage or accrual of interest fees billed at 3% per day. All invoices are payable in U.S. Dollars.
- 6. Cancellation Fee:** After acceptance of estimate: 50% of total Design Fee; after preliminary approval: 100% of total Design Fee. Any Project put on hold or delayed by the Client by for a period of more than 30 days will be considered cancelled unless otherwise arranged in writing; all Work will remain property of Designer.
- 7. Estimates:** All fees and costs are estimated. Changes in the scope of Work and/or Project specifications, and/or changes to the schedule, may require revision of the Design Fee, estimated fees/costs and deadlines.
- 8. Time:** The offer contained in this confidential proposal expires 15 (fifteen) days from the above date unless accepted. A proposal approved and signed by Client is binding upon Designer and Client as a legal contract, commencing on the date of Client's signature.
- 9. Schedule & Deadlines:** Designer's ability to meet deadlines is predicated upon Client's provision of all necessary information, replies and approvals in a timely manner. Designer is not responsible for delays or additional costs due to Client's response time, or providing incorrect or incomplete information. Additionally, if the Client does not communicate with the Designer about the Work via phone, text or email replies for a period that extends past 3 weeks or 15 business days, the Project will be considered completed and a final bill for the full Project Fee (or the balance, if a deposit was paid) will be issued for immediate payment.
- 10. Ownership:** Designer retains all proprietary rights in all preliminary Work and materials used in the production of this assignment, including any Work that is provided to Client unless otherwise specifically stated above in "Scope of Work". This includes any preliminary work and designs, drafts, proofs, formats and files, final work product, all derivative works and the reproduction or publication of the Work in all current or future media formats, other than as specified in #4 above. Work may not be used or modified without Designer's prior written permission. Client retains all rights in Client's proprietary property included in the Work, and Client grants Designer a limited license to use all such proprietary property in the Work and in accord with this agreement. All preliminary ideas, sketches and concepts remain the property of Designer.
- 11. License:** Payment of the Design Fee entitles Client to a limited license to use the Work in the instance and manner described in item 4 above, Transfer of Rights. Unless otherwise stated, other or additional use requires Designer's prior written permission, which may be subject to an additional charge. Client agrees to give Designer credit for all Work, in a mutually agreed format, as specified above or upon Designer's written request.
- 12. Designer's Use:** Client agrees that Designer may use the Work for self-promotion purposes, such as in a portfolio (print or digital) and may include a design credit on the Work.
- 13. Confidentiality:** The information contained herein is confidential, and the fees quoted are valid for (30) thirty days. A Project Agreement which is signed by the client is binding upon the Designer and the Client commencing on date of signature and will serve as a work order (contract) for this project. This Estimate includes the usage release only as noted above. Additional use or releases must be approved by Todd M. LeMieux in writing.



ADDITIONAL TERMS

Revisions/AA's:

Any revisions/author's alterations to the Work after it is approved will be billed additionally at \$85 per hour. Excessive revisions and/or changes (other than for designer's error) may result in additional hourly charges. (Excessive revisions are significant revisions beyond 2 to 3 rounds of edits, unless otherwise stated above. More than that generally means communication isn't clear.)

Miscellaneous:

Fees are based on work performed during the course of regular business hours (Monday - Friday, 9am -5pm ET). Rush, holiday and weekend work necessitated by client's directive will be billed in addition to the fee(s) quoted.

All administrative fees, including, but not limited to: overnight deliveries, travel, etc. and if not noted above in Scope of Work, will be itemized on a final invoice. Client agrees to pay any and all applicable sales taxes. Press checks, photo shoots and meetings are to be agreed to, mutually scheduled in advance, and are dependent on availability and schedule.

Unless itemized and stated above, fee(s) do not include the cost of any copywriting, programming, hosting fees, nor the cost of any pre-press work, extensive image editing, offset or digital printing, additional photography (custom or stock), illustration (custom or stock), or fonts that may need to be purchased. Such purchases need to be pre-approved by the client.

These figures are an estimate, not a quote. They are based on information provided and may be inappropriate if the Scope of Work changes or additional Project information is forthcoming. Changes in scope of work and/or project specifications require confirmation in writing and may also require revision to any of the information in this Estimate.