

Society for Experiential Graphic Design

Standard Form of Agreement for Professional Services

Updated January 2019

NOTES TO MEMBERS

Objectives of the Agreement

SEGD has the following objectives in creating this Agreement:

- 1 Clarity: straightforward language that all can understand
- 2 Informative and educational, especially for clients new to the process
- 3 A fair agreement between equals
- 4 Flexible enough to accommodate diverse practices and projects
- 5 As brief and direct as possible

Benefits to using the Agreement

- 1 Standardized language: both designers and clients benefit from the use of consistent terminology. This is especially helpful to clients in comparing proposals and identifying differences.
- 2 Education: helps educate clients about how designers work, what services are available and what working processes are “industry standard.”
- 3 Compensation: the scope of services, when clearly described and understood, can be priced more accurately
- 4 Credibility: when conventions are established by a national organization, they have more credibility and are viewed as less self-serving than those proposed by an individual firm.
- 5 Experience: the contract allows all members to benefit from the knowledge and experiences of others.

How to use the Agreement

This Agreement may be used in whole or in part based on what the SEGD member deems appropriate.

Members may not present their final proposals as SEGD-sanctioned documents, however the user is welcome to show the client the original SEGD document as the source of specific language. In this way the Agreement serves as an excellent source of ideas and language that can work with proposals and contracts already being used by members.

Legal note

This is a standard agreement developed for general reference by designers, clients and fabricators engaged in experiential and environmental graphic design. It has not been written for any particular practice, project type or state law. It should be further adapted by members and reviewed by their legal counsel for specific projects.

Refer to the appendix

Please note that the appendix offers more background and details about many of the items listed in the Standard Form of Agreement.

SEGD Standard Form of Agreement for Professional Services

PROJECT INFORMATION

Date 00/00/00

Design Consultant [Company name, address, contact name, phone, e-mail]
[“Designer”]

Client [Company name, address, contact, phone, e-mail]

Owner [Company name, address, contact, phone, fax, e-mail]

Project [Name, location; any further description of the project site that limits or clarifies the project scope]

(note that sometimes the client and owner are different, for example when an architect is the client and the owner is a university; for other projects the designer is working directly for the client/owner)

DESIGNER RESPONSIBILITIES

Project scope

[Describe the scope as specifically as possible; think "Who What Where Why." Then state any relevant parameters such as quality level, related planning initiatives or budget, etc. If there is some uncertainty about project definition, clearly state your interpretation of what the client is requesting). Example:

[Basic services for this project shall include: design of (a new sign system and wayfinding map) to serve the following audience(s): (drivers/pedestrians/cyclists; visitors, students, staff, retailers, residents).

The primary purpose of the project is to (improve wayfinding, define gateways, build identity, etc.). The following areas will be included in the study: (interior/exterior)(both new and existing areas).

Anticipated sign types are (directional, informational, regulatory, celebratory banners and building identification signs for all 45 campus buildings).]

Work process

[Describe the work process as specifically as possible; think "When and How." Describe the expected project phases and time required. Where appropriate state any relevant factors such as overall schedule, the expected review/approval process, etc. If there is some uncertainty about process issues, clearly state your interpretation of what the client is requesting). Example:

Basic services for this project shall include:

[-number of design options included

-phases included with further description of tasks if necessary

-numbers and locations of meetings or presentations included

-any additional description of what will be required]

Project Completion

The above services shall be considered 100% complete after *[completion of contract documents] [building opening] [completion of the punch list] [completion of punch list corrections] [other]*. Any services required after this will be billed at the standard hourly rates, or a new agreement can be formulated.

Optional Services

The items listed below are not included in basic services. These optional services are available at the hourly rates listed plus related reimbursable expenses. The designer shall request written authorization from the client before performing any of these services. Optional services for this project include, but are not limited to:

Revisions or Changes:

Revisions include changes to previously approved work, changes in the extent of work or project parameters, changes in the complexity of any elements of the project, activities performed out of sequence, changes necessitated by strikes, code revisions, schedule changes, client personnel changes, field changes, structural/electrical conflicts, fabricator price increases or other causes not within the designer's control.

Additional Consultation:

Services not listed above such as *[see appendix for complete list.]*

Additional Design:

Assistance with planning, design, budgeting or documentation of sign types or items not listed above such as *[see appendix for complete list.]*

CLIENT RESPONSIBILITIES

Administrative

- Appointment of a sole representative with full authority to provide or obtain any necessary information and approvals required by the designer.
- Coordination of the decision-making process with parties other than the designer.
- Timely communication of administrative or operational decisions if they affect the design or production of signage or graphic items
- Coordination of public approvals and meetings.
- Cost of sign permits or plan reviews.
- Establishment of specific invoicing procedures for the designer to ensure timely payments.
- Bid solicitation and contract negotiation. Establishment of final pricing and contractual terms directly with fabricators or vendors.

Project-related

- Timely provision of accurate and complete information and materials requested by designers such as site plans, building plans and elevations, utility locations, color/material samples and all applicable code information.
- Timely provision of approved research materials, text, nomenclature; securing approvals for message copy from third parties [such as end users or donor representatives] if necessary.
- Timely provision of images, photographs, illustrations or other visual materials that are suitable for reproduction. *[e.g. for interpretive/exhibit or web projects]*
- Final proofreading and written sign-off of all project documents including *[text, artwork, message schedules, sign location plans and design drawings]* before their release for fabrication or installation. In the event that the client has approved work but errors, including incorrect messages, typographic errors or misspellings, remain in the finished product, the client shall incur the cost of correcting such errors.

- Arranging for the documentation and implementation of any electrical, structural or mechanical elements needed to support, house or power signage; coordination of sign installation with other trades.

COMPENSATION

Fees

This project will be completed *[for the lump sum fee of] [on an hourly basis for the not-to-exceed amount of] [on a time and materials basis]:*

or

Compensation information for this project is listed on the attached spreadsheet. *[spreadsheet can provide additional details and the total can be broken down further by person, task, phase, etc.]*

Hourly Rates

Position or person	\$00.00 per hour
Position	\$00.00

Reimbursable Expenses

In addition to the fees listed, the design firm shall be compensated for reimbursable expenses including both in-house charges and outside expenditures made in the interest of the project. Reimbursable expenses will be billed at cost. *[Note here if handling charges are being requested.]*

Examples of reimbursable expenses include *materials, photocopies, printing, scans, electronic transfers, font purchases, image purchases, software purchases, collaborative web platform fees, long-distance telephone charges, expressage, mileage at XX cents per mile [prevailing IRS rate], parking, travel, out-of-town meals and lodging.*

Costs for services such as *fabrication of models or mock-ups, renderings, conventional or digital artwork/photography/illustration or retouching*, whether performed in or out-of-house, shall also be considered reimbursable expenses.

Cost Estimates

Estimates provided at any time during the project for reimbursable expenses or implementation charges such as fabrication or installation are for planning purposes only. They represent the best judgment of the design firm, but shall not be considered a guarantee that costs or project bids will not vary or increase.

Payment Schedule

An initial payment of \$0000 is required when this project commences. This payment will be credited *[against the first invoice] [against the final invoice]. (note: an early invoice is sometimes substituted for a deposit.)*

Fees and reimbursable expenses will be billed *[monthly as time is expended] [by percentage complete] [by phase or work product] [other]*. Payment is due within XX days.

Payments not received within XX days will bear a *[00% monthly late fee] [one-time late charge of \$]*.

The designer reserves the right to temporarily suspend services when an invoice is not paid within XX days.

The designer shall be entitled to reimbursement of all costs incurred in collecting overdue accounts including, but not limited to, legal fees.

Project Delays

If this project is suspended in whole or in part or delayed for XX weeks or more, the designer reserves the right to *[charge a restart fee of \$ to accommodate the additional start/stop time] or [re-negotiate the fee to reflect any changes in hourly rates, expenses or project scope]*. In the case of project suspension, the designer shall be paid for all services performed and reimbursables expended to that date.

The designer will use his best efforts during design activities to meet the client's target dates. However, if there are delays in the project caused by the client, fabricator, or others, the designer shall not be liable to the client for any expenses, lost profits or damages sustained as a result of these delays.

TERMS AND CONDITIONS

Arbitration

Project disputes in excess of \$ *[the maximum limit of the jurisdiction of small claims court]* arising out of this contract shall be submitted to binding arbitration in the appropriate state in accordance with the rules of the American Arbitration Association. The prevailing party shall be entitled to all arbitration and court costs and reasonable attorney's fees.

Assignment

Neither the client nor the designer may assign or transfer their interest in this agreement without the written consent of the other party.

Engineering

The designer shall design all items required for this project including *[specifications for materials and construction details]*. However, it is understood by the client that the designer is not a licensed engineer, and that responsibility for the interpretation of design drawings and engineering of all work performed under this contract to yield an effective, safe and properly installed product is the responsibility of the fabricator. It is further agreed that the client shall indemnify, defend, and hold the designer harmless from and against any claim, suit, damages, and expense, including attorneys' fees arising from any claim by any party in this regard.

Entire Agreement

This Agreement constitutes the entire Agreement between the parties and supersedes any prior or concurrent agreements, understandings, arrangements and negotiations. No amendment or modification of this agreement shall be valid or enforceable unless in writing and signed by the parties affected.

Implementation

The client shall contract and pay directly for implementation services such as fabrication or installation. The designer shall not be held responsible for the quality or timeliness of the fabricator's work, whether or not the designer has assisted the client in evaluating, selecting or monitoring the fabricator or installer.

Liability

Liability of the designer shall be limited to the total design fee for the project.

Ownership**

[Note that many projects are intended to be duplicated; a university sign system is normally designed so the client can keep using the designs as the university expands or phases in the signs. This is in contrast to a sign system for a developer's new office building, where the design firm creates a sign system specifically for that building; the sign system is not intended for re-use in other buildings without further compensation to the designer. Following are 2 possible scenarios.]

Upon payment of all fees and expenses, the designer transfers ownership of the *[final design][logo, logotype and/or typography] [sign system] [other work product]* to the client.

or

All design concepts, artistic expression, sketches, notes, photographs, drawings, specifications, computer files and the right to create copies or derivative works therefrom shall remain the property of the designer whether the project for which they are made is executed or not.

Use of project documents or derivative works by the client or owner on other projects may entitle the designer to further compensation proportional to the original fee unless otherwise agreed to in writing by both parties. If the client reuses designs or specifications at any other time or in another location, the client shall hold the designer harmless against claims for loss or damages resulting from the inadequacy or failure of these designs encountered with such reuse.

Representations

The client represents that it has full power and authority to enter into this Agreement and that it is binding and enforceable in accordance with its terms. The design firm represents that it has full power and authority to enter into this agreement and that it is binding and enforceable in accordance with its terms.

Severability

All provisions of this Agreement are separate and divisible, and if any part is held invalid, the remaining provisions shall continue in full force.

Storage

The designer shall retain *electronic files of artwork, drawings, and specifications* for this project for a period of *XX* months from the date of the final invoice. Upon expiration of this period, all such files may be discarded. Clients wishing to archive electronic files should request them, before the conclusion of the project, from both the designer and fabricator/installer. Files will be transmitted to the client upon payment of all fees and expenses.

Sales Tax

The client shall pay any sales, use or other taxes that may be applicable to the services provided under this agreement, including any tax that may be assessed on a subsequent audit of the designer's tax returns.

Termination

Either party may terminate this agreement after giving 10 days written notice. In event of the termination of this contract, the designer shall be paid in full for all services performed up to the termination date, based on standard hourly rates, along with associated reimbursable expenses.

This proposal, made on _____, 20____, shall remain valid for XX days and will become a binding contract when signed below by the client and design firm.

PROPOSAL ACCEPTANCE

Signed:

Accepted by:

Design Firm Name

Client Name

Printed Name _____ Date _____

Printed Name _____ Date _____

title _____

title _____

X _____
Signature

X _____
Signature

Appendix to SEGD Standard Form of Agreement

Menu of Services

Use this menu of services to assist you in completing the “Scope of Services” and “Additional Services” sections of the Agreement. It includes a listing of possible project phases, most common sign types and design services. Depending on the project and client requirement, they may be considered basic or optional services.

Project Phases

The following are phases in a “typical” environmental/experiential graphic design project:

- Programming
- Schematic design
- Design development
- Contract documentation
- Contract administration (including bid assistance & implementation supervision)

Other phases that may be included occasionally are:

- pre-design audit or survey
- scope development
- research
- wayfinding plan
- mockup review
- follow-up evaluation.

Sign Types

The following is a list of sign types or elements most commonly designed as part of EGD projects:

- Banners
- Construction fencing
- Commemorative
- Decorative/ornamental
- Digital / interactive (kiosks, smart phone app's, mobile web sites)

Directories/maps
Donor recognition
Environmental graphics [e.g. supergraphics, murals]
Exhibit/display
Identification
Informational
Interior or exterior architectural enhancements
Interpretive
Kiosks
Landmarks
Orientation devices
Public art / sculptural elements
Regulatory
Specialty [describe]
Temporary
Traffic [e.g. custom posts for DOT signs (stop, yield, etc.)
Wayfinding / directional

Design Services

Examples of possible design consulting services are listed below. These may be included in basic services or be optional services, as appropriate.

Architectural, interiors or site documentation

Preparation of accurate base plans or elevations if those that exist are not sufficient OR

Manipulation of client base plans so they are usable for the project (e.g. turning off unnecessary layers, downsizing or manipulating files)

Additional meetings

Meetings or site visits in addition to those listed. *[possible reasons: installation is phased, contractor error, client request, meetings with additional parties, etc.]*

As-builts

Preparation of "as built" drawings, message schedules or sign location plans that document the final installation and include any field changes; review of "as built" documents prepared by contractor.

Architectural elements

Consultation, design, coordination, specification or shop drawing review of architectural items such as illuminated exit signs, elevator control panels, fire extinguisher/hose cabinets, clocks, building color palettes, flooring/paving/textile patterns, switches, lighting, millwork, trash/recycling receptacles or street furniture.

Budget development

Development of estimates for implementation (e.g. fabrication, installation, maintenance, software development).

Compliance audit

Evaluation of a facility's current compliance with governmental directives or codes, such as the Americans with Disabilities Act, MUTCD regulations, local sign ordinances, retail standards, zoning regulations, etc

Custom Artwork

Design, artwork, retouching or manipulation of letterforms, imagery, photographs, maps, diagrams [such as fire evacuation diagrams], symbols, pictograms, patterns, etc.; electronic file preparation for such items.

Digital and Electronic Systems

Planning, design or documentation of digital/electronic signs or components, computer-driven, smart phone app's, video or interactive devices and their related specifications, software, hardware, display devices, housings, installation and testing. Development of phone or web app's.

Document Translation

Translation of documents (drawings, plans, message schedules, etc.) into client's computer format.

Engineering Services

Contracting with engineering professionals for services such as electrical, civil or structural; engineering seals or documentation.

Environmental Enhancements

Planning, design or documentation of ornamental, branded or decorative elements.

Exhibit /Interpretive Design

Planning, design or documentation of exhibits, trade shows, displays or interpretive graphics.

Fabricator Coordination

Additional coordination time required if fabricator or supplier selected defaults or is unqualified in any aspect of work; if the project necessitates more than **XX** fabricator[s], more than **XX** bid package[s], more than **XX** sample or shop drawing review[s], more than **XX** punch list[s], or if all shop drawings/samples are not submitted for review simultaneously.

Follow-up Evaluation

Follow-up evaluation of finished product, survey of end users; recommendation of design or operational adjustments to be made.

Identity Design

Design of or modifications to logos, logotypes or typography for use on signage or constructed elements; design of print, smart phone, web or social media applications. Assistance with ownership/use issues (trademarks, copyrights).

Manual Preparation

Creating a guidelines manual to be used by the client after the project is complete. Manuals can vary in content and detail depending on their use; they might include design drawings, specifications, layout guidelines, fabricator pricing, shop drawings, location plans, updating/maintenance recommendations and a statement of purpose from the client.

Message Development

Writing or editing of sign messages; development of a room numbering plan; assistance with nomenclature/terminology; Braille or foreign language translations; research or copywriting for informational / interpretive signs.

Miscellaneous Items

Design, specification or documentation of uniforms, vehicle graphics, etc.

Mock-ups, Models

Manufacture or procurement of models, mock-ups or prototypes for evaluation of design concept.

Phasing Plan

Preparation of plan for phased manufacture or installation of elements based on client parameters.

Public Review

Assistance in obtaining sign permits or variances for project signs; assistance with sign reviews; presentation of designs to parties outside the project team such as government officials, historical commissions, end users, neighborhood organizations, employee groups, ADA user groups, etc.; preparation of presentation materials for such meetings.

Schedule Alterations

Additional time required if the project schedule is extended **XX** weeks or more, or if all items in the project scope cannot be designed, reviewed, documented, fabricated or installed concurrently.

Sign Maintenance Assistance

Assistance with ordering procedures for ongoing replacements and reorders; recommendations for in-house sign making or maintenance equipment. Assistance with database development to track project elements.

Tenant Criteria

Sign design guidelines for tenants or other third parties.

Temporary Signs

Design or coordination of temporary or interim signs.

Traffic or Transportation Consultation

Study or planning of traffic, vehicular circulation or parking.

Utility Coordination

Determining locations of building or underground utilities; obtaining permission for sign installation at specific locations.

Terms and Conditions -- Optional Clauses

The following clauses may be added to the base contract under "terms and conditions."

ADA Compliance

All signs shall be designed to comply with the prevailing understanding of the Americans with Disabilities Act. However, as this act is a Civil Rights act and not a specific code, there is no definitive way to guarantee that a specific design will be judged acceptable.

Credits

Credit to the design firm *[and fabricator]* is required whenever the project is publicized or exhibited.

Credit should read: **XXXXX**

Indemnification

The client shall defend, indemnify and hold the designer harmless from all suits, claims, judgments and liabilities of any kind whatsoever, including, without limitation, property damage and bodily injury or death, arising of this agreement or project by the client due to any intentional or negligent acts, errors or omissions of the client or its agents, contractors or employees, including costs of litigation and attorney's fees.

Insurance

The designer shall maintain in force, during the duration of this agreement, the insurance coverage listed below. The client may request certificates of insurance as evidence of coverage. The policy limits for errors and omissions shall include costs of defense including reasonable attorneys' fees.

Automobile Liability	\$ 0,000,000
Professional Liability	\$ 0,000,000 (also called Errors & Omissions)
General Liability	\$ 0,000,000
Workers' Compensation	\$ 0,000,000

Project Schedule

Upon acceptance of this proposal, the designer and client shall formulate a schedule that is mutually acceptable *[or state expected schedule]*.

Photography

The designer shall have the right to photograph all completed designs or installations and shall have the right to use such photographs or other visual materials from the project for publication, exhibition, or other promotional purposes. If confidentiality is an issue the designer shall request permission to publish on a case-by-case basis.

Records

The client may request, at the beginning of the project, that the designer maintain specific records such as hours or reimbursable expenses. These records shall be available to the client at mutually convenient times.

Third-party Agreements

The client grants to the designer the right to act on the client's behalf to contract with or give instructions to any person involved in the project, such as photographers, illustrators or writers. The designer agrees to review with the client for approval any terms and conditions, including required credits, that may be imposed on the client or designer by such third parties.