



mindspring design

Phone: (856) 393-0385  
Fax: (866) 259-5829  
www.mindspringdesign.com  
info@mindspringdesign.com

## company bio

Mindspring Design is a creative web site and graphic design boutique which helps small businesses and entrepreneurs to develop and maintain web sites and marketing collateral that *work for them*. Mindspring Design was established in 2008 to serve businesses in the South Jersey and Philadelphia regions.

Owner Jamila Vaughan has over ten years of professional experience designing print and online graphics for corporations, non-profit organizations, small businesses and entrepreneurs. Jamila received her bachelor's degree in design from Rutgers University. She subsequently began working with various marketing departments to develop innovative designs. Her main goal is to isolate key business issues and goals, and to achieve measurable results through graphic solutions.

Jamila stays active in the local business community. She maintains a membership with New Jersey's Gloucester County Chamber of Commerce . She also publishes informative articles related to web sites and graphic design such as: *5 Ways to Visually Connect with Your Clients in Print* and *9 Steps to Build a Successful Small Business Web Site*.

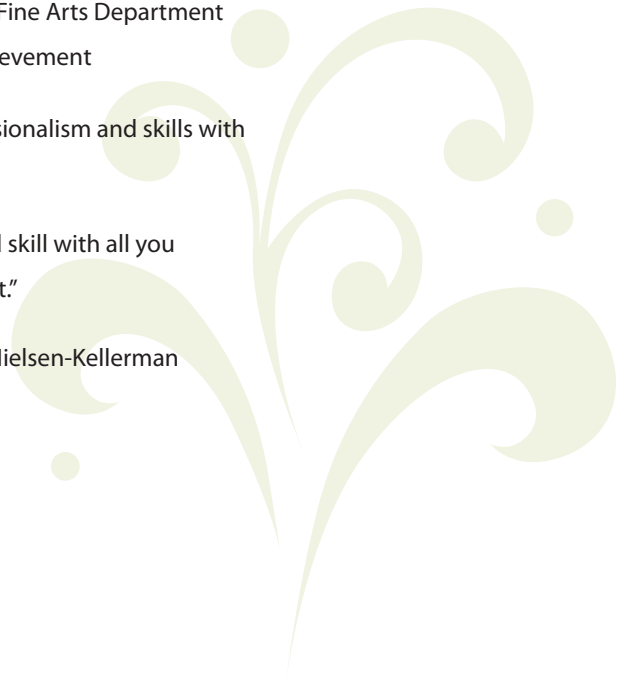
Jamila has received several honors and awards including:

- Serving as an academic critic for the Rutgers University Fine Arts Department
- Mary Jane Kelleher Wille Memorial Prize for Artistic Achievement

Jamila's clients have expressed their appreciation for her professionalism and skills with comments such as:

"I personally appreciate your extreme professionalism and skill with all you have done for [our] public image, both online and in print."

— A. Kocher, COO Nielsen-Kellerman





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## **Mindspring Design Launches New Small Business Graphics Advice Blog & RSS Feed**

December 24, 2008 --Mindspring Design ([www.mindspringdesign.com](http://www.mindspringdesign.com)) has recently launched a brand new small business blog and RSS feed.

These are available for free to help small business owners create, maintain, and improve the effectiveness of their web sites and business graphics. The blog highlights topics like effective business card designs, increasing web site conversions, and ways to connect with more clients in print.

Visit the small business blog at [www.mindspringdesign.com/blog](http://www.mindspringdesign.com/blog) or subscribe to the RSS feed at [www.mindspringdesign.com/blog/wp-rss.php](http://www.mindspringdesign.com/blog/wp-rss.php).

###

For more information contact Jamila Vaughan at (856) 393-0385 or at [jvaughan@mindspringdesign.com](mailto:jvaughan@mindspringdesign.com)





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## **client interview/web site information worksheet**

Date:  
Project Name:  
Client Name:

### **project team**

Name:	Role:	Phone:	Email:
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### **description of business/organization**

*Current web site address, primary market, primary products/services, competitive advantages*

### **competitors**

*Web site addresses, why they're good or bad, differentiators*





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**other web sites you like**

*Web site addresses, why you like them*

**web site goals**

*Primary reasons and goals for this project, and how you will measure success*

**target audience**

*Business or consumer, narrow or mass audience, age range, computer skills, platform considerations, screen sizes, accessibility concerns*

**development considerations**

*Hosting platform or software, plans for maintenance*

**design considerations**

*Logo, fonts, colors (Pantone, RGB, etc.), elements which constitute your design identity (slogans, bylines, illustrations)*





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**sections of your site**

*e.g., Home, About, Products/Services, Contact, Privacy Policy, Help, Site Map*

Page: \_\_\_\_\_ Requirements: \_\_\_\_\_

**identify the stakeholders**

Stakeholder: \_\_\_\_\_ Needs: \_\_\_\_\_

**business goals for the site**

- Brand image marketing
- Customer support
- Interactive service
- Provide community service: entertainment, information, etc.
- Sales
- Lead development
- Persuasion: alter ideas/behavior
- Sell advertising
- Other: \_\_\_\_\_

**user goals**

- Have fun
- Purchase something
- Meet people
- Other: \_\_\_\_\_
- Find information
- Ask a question
- Get a job done

**usability objectives**

Primary task: \_\_\_\_\_ Time to complete: \_\_\_\_\_





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## **design estimate**

Date:  
Commissioned by:  
Assignment Number:  
Client's Purchase Order Number:

## **project description**

Delivery Date:  
*Predicated on receipt of all materials to be supplied by client.*  
Materials to be Supplied by Client:  
Estimated Price:

## **fee payment schedule**

**estimated expenses**  
*Client shall reimburse the Designer for all expenses. Expense amounts are estimates only.*

Illustration:	Printing:
Materials & Supplies:	Shipping & Insurance:
Photography:	Client's Alterations:
Copies:	Transportation & Travel:
	Subtotal:
	Sales Tax:
	Total:

## **rights transferred**

The designer transfers to the Client the following exclusive rights of usage:

*Any usage rights not exclusively transferred are reserved to the Designer. Usage beyond that granted to the Client herein shall require payment of a mutually agreed-upon additional fee subject to terms. Any transfer of rights is conditional upon receipt of full payment.*





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## contract terms

### 1. Time for Payment

Payment is due at each milestone due date as noted in the Production Schedule. All invoices are payable within thirty (30) days of receipt. A 1.5% monthly service charge is payable on all overdue balances of milestone payments and billable expenses. MINDSPRING DESIGN retains all rights to all intermediate deliverables submitted at each milestone. The grant of any license or right of copyright to the Client is conditioned on receipt of full payment by the Client of the Total amount and all Billable Expenses.

### 2. Default in Payment

The Client shall assume responsibility for all collection of legal fees necessitated by default in payment.

### 3. Estimates

If this form is used for an estimate or assignment proposal, the fees and Billable Expenses shown are minimum expenses only. Final fees and Billable Expenses shall be shown when invoice is rendered. The Client's approval shall be obtained for any increases in fees or expenses that exceed the original estimate.

### 4. Billable Expenses

The Client shall reimburse MINDSPRING DESIGN for all direct and indirect billable expenses arising from this assignment, regardless of whether the assignment is Cancelled or Terminated. Billable Expenses include but are not limited to costs of third-party printing, commissioning images, software or run-time license costs, the payment of any sales tax due on this assignment, any travel, research, shipping, postage and delivery, photocopying, and storage media expenses.

### 5. Client's Alterations

There shall be no charges to the Client for revisions or corrections or additions made necessary by errors on the part of MINDSPRING DESIGN. No additional payment shall be made for changes required to conform to the original assignment description. Any cosmetic changes or error corrections requested by the Client shall be considered Client's Alterations if they are requested after the acceptance of the Final Design. After that, the Client shall be responsible for making additional payments at the rate of \$55/hr for any Client's Alterations and any other changes in original assignment requested by the Client. The Client shall offer MINDSPRING DESIGN the first opportunity to make any changes.

### 6. Acceptance Procedures

Unless otherwise noted in Acceptance milestone dates of the Production Schedule, during the Review Period within three calendar days of a Delivery, the Client shall either accept the deliverable and make the milestone payment set forth in the Production Schedule, or provide MINDSPRING DESIGN with written notice of any corrections to be made and a suggested date for completion of the corrections which should be mutually acceptable to both MINDSPRING DESIGN and the Client, or provide a written notice of assignment Termination if the work is found not to be reasonably satisfactory. The Client can Terminate the assignment only during this Review Period following the Delivery of a milestone deliverable. Any other termination of the Assignment shall be considered a Cancellation subject to the stipulations of Item 7. MINDSPRING DESIGN shall designate Jamila Vaughan and the Client shall designate \_\_\_\_\_ as the only designated persons who will send and accept all deliverables and receive and make all communications between MINDSPRING DESIGN and the Client. Neither party shall have any obligation to consider for approval or respond to materials submitted other than through the designated persons listed above. Each party has the right to change its designated person upon three calendar day(s) notice to the other.

### 7. Cancellation

The Client may declare the Cancellation of the assignment for reasons not related to assignment Termination defined in Item 6. In the event of Cancellation of this assignment by the Client, any milestone payments made prior to cancellation shall be retained by MINDSPRING DESIGN. In addition, if cancellation is prior to the delivery of the Design Comps, a cancellation fee of fifteen percent (15%) of the balance of the Total payments shall be paid by the Client. If the cancellation is later but prior to the acceptance of a Design Comp, a fee of thirty percent (30%) of the balance of the Total payments shall be paid by the Client. If the cancellation is later but prior to the delivery of the Initial Version, the cancellation fee shall be fifty percent (50%) of the balance of Total payments. If the cancellation is after the delivery of the Initial Version, the cancellation fee shall be one hundred percent (100%) of the balance of all remaining dues. Regardless of when the project is cancelled, all billable expenses already incurred by MINDSPRING DESIGN or MINDSPRING DESIGN is liable to pay for shall be paid by the Client in full. In the event of cancellation, MINDSPRING DESIGN retains ownership of all copyrights and any original artwork.



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#### 8. Assignment Termination

In the event that work in process is found by the client not to be reasonably satisfactory in accordance with the Acceptance Procedures in Item 6, the client may pay a termination fee to terminate the assignment. Any milestone payments made prior to termination shall be retained by MINDSPRING DESIGN. If assignment termination occurs prior to the acceptance of a Design Comp, the client shall pay a rejection fee of ten percent (10%) of the balance of Total payments. If termination occurs after the delivery of the Initial Version, the termination fee shall be twenty percent (20%) of the balance of Total payments. If termination occurs after the acceptance of the Initial Version, the termination fee shall be one hundred percent (100%) of the balance of Total payments. Regardless of when the assignment is terminated, all billable expenses already incurred by MINDSPRING DESIGN or MINDSPRING DESIGN is liable to pay for shall be paid by the Client in full. In the event of termination, MINDSPRING DESIGN retains ownership of all copyrights and any original artwork created by MINDSPRING DESIGN. However, the Client retains all rights already purchased by MINDSPRING DESIGN on behalf of the Client from third parties.

#### 9. Ownership and Return of Artwork

The Client acknowledges and agrees that MINDSPRING DESIGN retains ownership of all original artwork, in any media, including digital files, whether preliminary or final. The Client waives the right to challenge the validity of MINDSPRING DESIGN's ownership of the art subject to this agreement because of any change or evolution of the laws.

#### 10. Copy Protection

The Client must protect all final art which is the subject of this agreement against duplication and alteration (unless specified under Rights Transferred).

#### 11. Credit Lines

MINDSPRING DESIGN and any other creators shall receive a credit line with any editorial usage.

#### 12. Releases

The Client shall indemnify MINDSPRING DESIGN against all claims and expenses, including reasonable attorney's fees, due to Client's uses for which no release was requested in writing from MINDSPRING DESIGN or for Client's uses which exceed authority granted by a release by MINDSPRING DESIGN.

#### 13. Modifications of the Agreement

Modifications of the Agreement must be written, except that the invoice may include, and the Client shall pay, fees or expenses that were orally authorized by the Client in order to progress promptly with the work.

#### 14. Warranty of Originality

MINDSPRING DESIGN warrants and represents that, to the best of its knowledge, the work assigned hereunder is original and has not been previously published, or that consent to use has been obtained on an unlimited basis; that all work or portions thereof obtained through the undersigned from third parties is original or, if previously published, that consent to use has been obtained on an unlimited basis; that MINDSPRING DESIGN has full authority to make this agreement; and that the work prepared by MINDSPRING DESIGN does not contain any scandalous, libelous, or unlawful matter. This warranty does not extend to any uses that the Client or others may make of MINDSPRING DESIGN'S product which may infringe on the rights of others. CLIENT EXPRESSLY AGREES THAT IT WILL HOLD MINDSPRING DESIGN HARMLESS FOR ALL LIABILITY CAUSED BY THE CLIENT'S USE OF MINDSPRING DESIGN'S PRODUCT TO EXTENT SUCH USE INFRINGES ON THE RIGHTS OF OTHERS.

#### 15. Limitation of Liability

Client agrees that it shall not hold MINDSPRING DESIGN or its agents or employees liable for any incidental or consequential damages which arise from MINDSPRING DESIGN'S failure to perform any aspect of the Project in a timely manner, regardless of whether such failure was caused by intentional or negligent acts or omissions of MINDSPRING DESIGN or a third party. Furthermore, MINDSPRING DESIGN disclaims all implied warranties, including the warranty of merchantability and fitness for a particular use.

#### 16. Authorization

Client hereby authorizes MINDSPRING DESIGN to access the Site's hosting account on the following ISP's host computer: \_\_\_\_\_ (the "ISP"). Client further instructs the ISP to provide MINDSPRING DESIGN with access to any directories or other programs, which need to be accessed for the completion of the services pursuant to this agreement.

#### 17. Acceptance of Terms

The signature of both parties shall evidence acceptance of these terms.



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## web site design



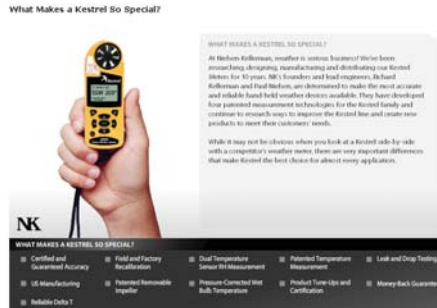
www.cmcoffee.com  
Redesign & Development



www.mindspringdesign.com  
Design, Development & Copywriting



www.micronanalytical.com  
Redesign & Development



www.nkhome.com  
Flash Presentation



www.primerotutoring.com  
Design & Development





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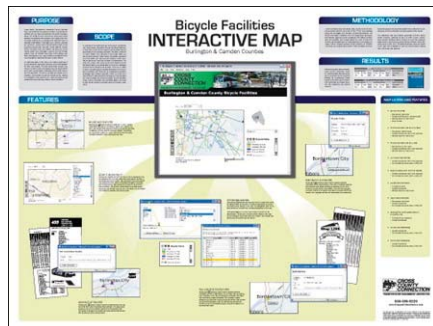
## graphic design



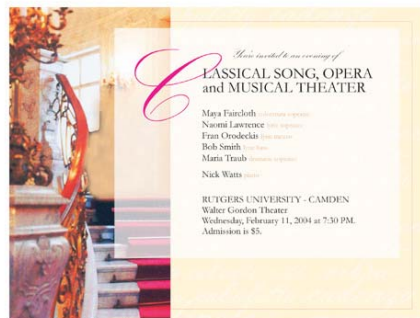
PATCO Ticket Holders



Kestrel Pocket Weather Meters  
Calendar



CCCTMA  
Interactive Bicycle Map Poster



Rutgers University  
Opera Season Postcard



Burlington County BurLink Shuttle  
Bus Wrap





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## logo design



It's free. It's fast. It's flexible.

