

CALLING CROW COMMUNICATIONS

AMANDA ZABORSKI GRAPHIC DESIGNER

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AGREEMENT FOR WORK

DOCKET

THE GREAT CANADIAN TRAINING & CONSULTING CO. (TGCTCC)

(905) 243-4311 | TINA@TINAABERNETHY.COM

DATE:

This agreement (the "Agreement") is made on 07/04/19 by and between THE GREAT CANADIAN TRAINING AND CONSULTING COMPANY (CLIENT) and Amanda Zaborski (DESIGNER). In consideration of the mutual agreement made herein, both parties agree as follows:

Work: The Designer agrees to produce project materials at the request of the client for fees agreed upon in advance and delivery of the Work by an agreed-upon deadline. Designer agrees that she will be the sole author of the Work, which will be original work and free of plagiarism. Designer will cooperate with Client in editing and otherwise reviewing the Work prior to completion and launch.

Confidentiality: Designer acknowledges that she may receive or have access to information which relates to the Client's past, present, or future products, vendor lists, creative works, marketing strategies, pending projects/proposals, and other proprietary information. Designer agrees to protect the confidentiality of the Client's proprietary information and all physical forms thereof, whether disclosed to Designer before this Agreement is signed or afterward. Unless strict confidentiality is requested by Client in advance of the establishment of this contract, Designer can display materials and final work created for Client on the Designer's cloudbased website and social media handles of their choice.

Compensation: All design projects are charged by the hour and an estimate will be provided by Designer to Client for consideration prior to commencing the proposed project. Upon estimate approval, Client will pay Designer a non-refundable deposit worth 50% of the total project estimate before any services are provided; the remaining balance is to be paid upon completion of the project. If the parameters of the Work change or if the project requires more time than estimated, Designer and Client will re-negotiate the Work's cost and the Designer holds the right to send Client a progress invoice. In the event the Client requests that the Work be done as a "rush job", additional fees will be negotiated and applied. Designer is responsible for the payment of all federal, provincial, and/or local taxes with respect to the services performed for the client as an independent contractor. The Client will not treat Designer as an employee for any purpose as this is strictly a contract relationship and Designer is acting as the consultant and service provider only. In the event Client requires Designer to work with a third party vendor (ie: printer) on their behalf the Client will be charged the required fees for the third party service which will be included on the final invoice. Final payment will include both design and third party fees. Once payment is received all working files will be provided by the Designer to Client.

Client Approval: Upon acceptance of the Work, Client accepts responsibility for any further processes in which this work is used (e.g. film outpost, printing, etc.) Designer is not responsible for errors occurring in this work or projects related to this work after acceptance of the Work by the Client. Once project is completed Designer retains ownership of all copyrights and original work created. If Client requires full ownership of completed Work a final negotiated price will be issued and paid by the client.

Cancellation: Both parties understand that Client or Designer may terminate the service at any time if, for any reason, the relationship is deemed unsatisfactory by either party. Upon written or verbal cancellation, Client is responsible for payment for all expenses incurred and any work done towards the completion of the project based on the percentage of the project completed that is determined by Designer. Should Client cancel the project following its completion, Client is responsible for full payment as per the agreed upon estimate plus all expenses incurred. In the event of cancellation, Designer retains ownership of all copyrights and original work created.

Acceptance of Terms: Client promises to pay for the services rendered by Designer for the Work as agreed upon. By signing below, Client agrees they have read, understood, and are considered legally bonded to these terms.

Client signature & date:

Designer signature & date: