

NEW JERSEY HISTORIC TRUST
PROFESSIONAL SERVICES CONTRACT

This Agreement is made and entered into this ___ day of _____ 2012, by and between the New Jersey Historic Trust, an instrumentality of the State of New Jersey, in but not of the Department of Community Affairs, with offices at 101 South Broad Street, Trenton, New Jersey 08625-0457 (hereinafter "Trust") and _____ (hereinafter "Consultant").

The Trust hereby engages the Consultant and the Consultant hereby agrees to perform in a good and skillful manner, in accordance with the directions and subject to the approval of the Trust's Executive Director, all such services in connection with the graphic design needs for the 2013 New Jersey History and Historic Preservation Conference (hereinafter "Project") as more fully set forth herein below.

I. Purpose

The purpose of this professional services contract is to create a unique graphic identity and theme for the NJ Historic Preservation Conference.

The NJ Historic Preservation Conference is an annual one-day June event that assembles historic preservation, architecture and planning professionals, historic preservation commissioners, historic site stewards and others interested in history and preservation. Each year's plenary and closing sessions explore topical themes, and educational sessions and field workshops offer learning opportunities for participants as well as continuing education credits for architects and planners for designated sessions. The conference is housed at a university or large institution that can accommodate the break-out rooms and provide an auditorium, and the location changes each year so that all areas of the state can be represented. The event is hosted annually by three government agencies, the NJ Historic Trust in the Department of Community Affairs, the NJ Historic Preservation Office in the Department of Environmental Protection, and the NJ Historical Commission in the Department of State. The conference is directed by a planning committee that represents stakeholders of the three departments, as well as other building and design professionals and preservation advocates.

In the recent past the conference has utilized a variety of printed and web based materials to advertise and administer the event. Each year's theme is presented by a logo/banner that is used in all flyers, email, programs and signage. Several years ago the conference went "paperless", and the conference web site is used to present every aspect of the conference from program, to speakers, to parking, to registration, etc. At the conference, a printed and bound program book provides conference information, speaker bios and pictures, and sponsor advertising. Especially since the conference seeks to attract professionals who are in the business of designing and planning, the logo, web site and program book should be attractive, bright and functional.

II. Term

The Term of this agreement shall be the "Commence Date", i.e., the date this agreement

is fully executed between the Trust and Consultant and shall continue until the earlier of: (i) the delivery by the Consultant of the final acceptable work product and deliverables (as defined in Section IV); or (ii) termination pursuant to Section V herein.

III. Scope

The NJ Historic Trust seeks to develop a brand for the new New Jersey History and Historic Preservation Conference that will communicate a positive image of the event in the mind of both history and historic preservation professionals and advocates.

As part of developing and a brand experience, the Historic Trust requests proposals for creative design services to include, but not limited to, the following:

- A banner/logo (branding) for the new New Jersey History and Historic Preservation Conference that can be adapted for reuse in future conferences;
- A graphic presentation of the 2013 conference theme that can be utilized by conference staff to create letterhead, signage and advertisements, etc.;
- A design template for the conference web site that can be administered by conference staff through the NJ State web site;
- A template and printing specifications for a conference program that can be customized by conference staff with the session, speaker and sponsor information.

IV. Services and Funding

a. Deliverables and Work Schedule

Creative design services are to include, but are not limited to:

- Not fewer than three (3) options for a banner/logo (branding), in a format appropriate for use in Adobe Creative Suite 3 (Photoshop, Illustrator, InDesign), for the new New Jersey History and Historic Preservation Conference that can be adapted for reuse in future conferences, due November 1, 2012;
- Not fewer than three (3) options for a graphic presentation of the 2013 conference theme, in a format appropriate for use in Adobe Creative Suite 3 (Photoshop, Illustrator, InDesign), that can be utilized by conference staff to create letterhead, signage and advertisements, etc., due November 1, 2012;
- Two to three (2-3) design templates for the conference web site that can be administered by conference staff using Dreamweaver 8 through the NJ State web site, due December 1, 2012;

- Not fewer than two (2) templates and printing specifications for a conference program, due January 30, 2013, that can be customized by conference staff with the session, speaker and sponsor information.

b. Project Cost:

The anticipated budget will be \$_____ - \$_____ for the deliverables conforming to the standards listed herein. The Consultant shall be reimbursed for professional services rendered pursuant to performance of this agreement upon Trust receipt of acceptable deliverables and invoices submitted by the Consultant per the identified schedule with detailed summary of services performed and charged to the Trust.

c. Payment Schedule

Payment will be rendered to the Consultant in two (2) installments and one (1) retainage payment. Upon accepted receipt of the deliverables (listed in Section IV. a.) and submitted invoices, payment will be rendered to the Consultant. Additionally, 10% of the project budget will be retained until printed proofs of the program books and conference signage have been approved by the Trust (estimated date: June 6, 2013). Upon approval, this 10% retainage will be rendered to the Consultant.

V. Termination

This agreement may be terminated by either party upon 10 days written notice to the other party; where upon neither party shall have any obligation to the other except for work performed prior to the date of receipt of the notice of termination, and “out-of-pocket” expenses incurred by the Consultant prior to the date of termination.

VI. Additional Terms

a. The Consultant shall be reimbursed for such professional services upon Consultant’s submission of actual payment vouchers.

b. As part of his duties under this contract should Consultant travel by automobile, without limiting his liability under this agreement, the Consultant shall procure and maintain at his own cost and expense, during the life of this Agreement, Comprehensive Auto Liability Insurance; Bodily Injury, including death in the amounts of \$100,000 each person and \$300,000 each occurrence; and have the Trust named as an additional insured on the policy.

c. Acceptance by the Consultant of said payment shall operate as, and shall be a release to the Trust from all claims and liability to the Consultant for anything done or furnished for, or relating to, the work called for or to be done under this agreement.

d. Final product shall be the property of the Historic Trust for its sole use and discretion. At

the conclusion of this contract, the Historic Trust shall retain exclusive rights; the consultant shall not retain any proprietary rights to profit from or expect other compensation from the Historic Trust's use of the deliverables.

e. The Consultant shall defend, indemnify and otherwise save harmless the Trust, its Trustees, officials and employees from any and all third party claims or actions at law, expenses and costs of every kind and description to the extent resulting from any acts, including errors and omissions, of the Consultant or his representatives or agents in the conduct of the work performed under this Agreement.

f. This Agreement shall not be transferred or assigned to any other individual, firm, partnership or corporation without the prior written consent of the Trust.

g. The Agreement shall be construed according to the laws of the State of New Jersey, insofar as existence of a contract as a binding agreement and matters concerning performance or breach thereof are concerned. Any legal action will be brought in the courts within the State of New Jersey.

h. Provisions contained herein or incorporated herein by reference constitute the entire Agreement and supersede all previous communications or representations, either verbal or written, between the parties hereto with respect to the subject matter hereof.

Firm Name, Consultant Name and Title
Consultant Address

Date

Dorothy P. Guzzo
Executive Director
New Jersey Historic Trust

Date