GREEL ARCING! SACRAMENTO STYLE

introduction

freelance basics

The biggest challenge of freelancing is learning to recognise a bad client at your first meeting. The second biggest challenge is to put these people off in such a way that they speak highly of you long after the miserable wretch who actually completed their job has left town. Good luck with that. They following is a summary of nuts and bolts kind of stuff.

do not trust me

Here is what that means: I am not a business lawyer, CPA, accountant, IRS representative, business consultant, associated with the Small Business Administration or in any way qualified to dispense business, legal or tax advice. Please consult the above, qualified individuals before believing or acting on any of the information contained herein. Thank you.

this is a real business

Freelancing means you are a small business owner. Many designers work under the table, never setting up proper business structures. Don't do this! It degrades the perception people have of your work, it's illegal and leaves you with no legal recourse should a vendor or client not deliver as promised. For our purposes we will assume you are a sole proprietor working in Sac County, CA.

let's get started!

Business Licence\$0 - \$140

Get a business license! It's mandatory! You're looking at six months in jail and a \$500 fine if you are caught doing business without a license in Sacramento County. Also, this little piece of paper is what allows you to write off expenses. It also covers your butt in any disputes with non-licensed vendors such as off-the-books freelancers. A business licence is available from the city or county in which you intend to do business. Get your business licence here:

Department of Finance Business License Section 700 H Street, Room 1710 Sacramento, CA 95814 (916) 874-6644 buslicense@saccounty.net

Ficticious Business Name ...\$27 - \$117

Does your business have a name? If it does, you must let the County Clerk and fine people of Sac County know all about it. Go here:

Department of Finance Business License Section 700 H Street, Room 1710 Sacramento, CA 95814 (916) 874-6644 buslicense@saccounty.net City Permits.....\$0 - \$140

If you fall within city limits of City of Sac, Folsom, Isleton, Galt, Citrus Heights, Elk Grove or Rancho Cordova, be sure to check with these city agencies to make sure that the county license covers you. (They want your money. Expect some additional permit fees.)

City of Sacramento Revenue Division (Taxes, Permits) (916) 808-8500 www.cityofsacramento.org

City of Folsom (916) 355-7225 www.folsom.ca.us

City of Isleton (916) 777-7770

City of Galt (209) 366-7158 clerk@ci.galt.ca.us

City of Citrus Heights (916) 725-2448 www.ci.citrus-heights.ca.us

City of Elk Grove (916) 478-2211 www.elkgrovecity.org

City of Rancho Cordova (916) 851-8700 www.cityofranchocordova.org

> California Board of Equalization 3321 Power Inn Road, Suite 210 Sacramento, CA 95826-3889 916-227-6700 http://www.boe.ca.gov/info/reg.htm

TIN\$Free

A TIN is a Taxpayer Identification Number. It is a "Social Security" number for your business. If you are a U.S. citizen operating as a sole proprietor without employees you can use your own social security number. In other cases you will use your Employer Identification Number (EIN) or your Individual Taxpayer Identification Number (ITIN.) If you don't know what a EIN or ITIN is you almost certainly don't need one. Contact the IRS for more information at irs.gov.

cool tip

If you can run one business well, you can run any business well. -Alan Bleasdale

introduction: cont.

"PEGs" Handbook......\$23

The Graphic Artists Guild publishes a book called the Handbook of Pricing and Ethical Guidelines. This book is an excellent resource for contract templates, information about standard trade practices and includes industry pricing standards. Buy it, read it, love it. http://www.gag.org

Business Phone\$20

Get a throw-away, pay as you go phone or a free Google Voice telephone number. Trust me. You do not want to answer a call from a difficult client calling you at 6pm, 7pm and 8pm on a Friday. Do not, do not, do not give out your personal phone number. Get a cheap, refurbished cell phone here: net10.com. Use this number, and only this number, for business.

Checking.....\$Free

Go right now and get a free personal checking account somewhere. Right now. Get up right now and do it! Go! Go! Go!

Ok, you're back. Run ALL your freelance income and expenses through your "business" checking. Every paperclip you buy is a write off. Having everything financial in one place will help you immensely at tax time when you need to calculate this stuff. Do not use this account for anything other than your business. When it's time to get paid, write a check to yourself. No, do not go to the ATM. Write yourself a check. It's far easier, trust me, er, talk to your CPA about this.

cool tip

Be exceptionally patient, smiley and responsive to city and county clerks. Also, get the name of the person you are dealing with in case you need their help again. Also, this covers your butt if they tell you something that turns out to be wrong.

resume & portfolio

resume

what is it?

A resume is a one page introduction to yourself.

what goes in?

A resume should list your contact information, relevant education, work experience, program knowledge and special skill sets. You may also list references.

portfolio

what is it?

A portfolio is a sampling of your design work that gives a potential employer or client a chance to see what you are capable of doing. You should have a physical portfolio (a book), an online portfolio and a low resolution pdf version of your book that can be emailed.

what goes in?

Put your very best work that you are most proud of in your portfolio. These can be designs your teachers hated or alternates that were shot down by a client. Don't be afraid to go back and alter projects to make them better.

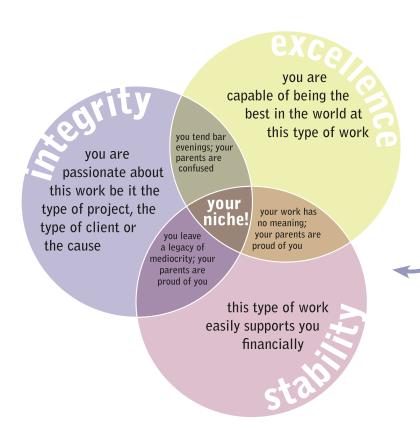
how much stuff?

Your portfolio should contain 5 -10 of your best packages. A package is a piece you love extended out into different matching pieces. For example, you created an energy drink can design. Make sure you show how this design would look on the side of their delivery truck and mock up a web site page. You could also extend the brand out to create different flavors of the drink. Take your best pieces and build off of them.

find your niche

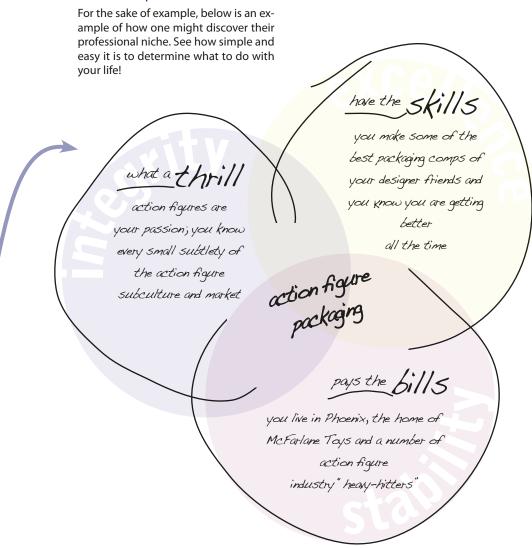
niche

Finding work that will pay the bills requires a bit of critical thinking about your skills, a look around to see what in your area will pay the bills and what kinds of work gives you a thrill.



find your niche: example

niche example



find your niche: integrity (thrills)

things I love to do	causes I care about
•	

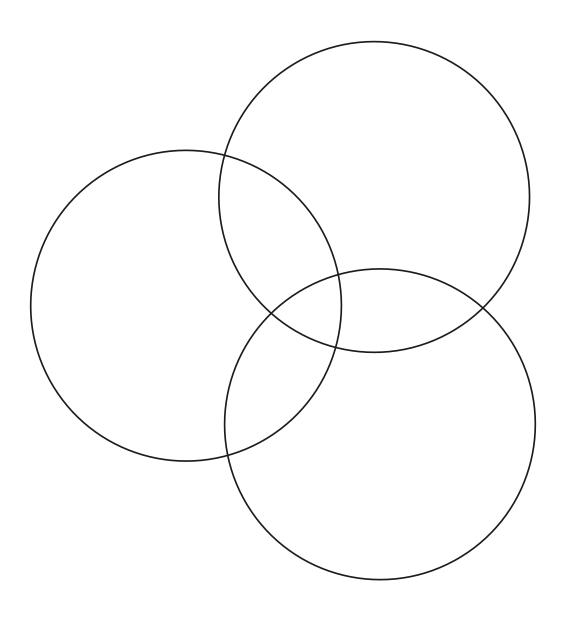
find your niche: financial stability (bills)

places I'd like to live	major industries (research this)

find your niche: excellence (skills)

things I'm good at in general	types of design I'm good at

find your niche: thrills + skills + bills



networking & pro bono

networking

Networking is any activity that gets you out into the community. Show up at fund raisers for projects you believe in, do a pro bono job, take a tour of the local apple orchard with a Chamber of Commerce group, or run for city council. Get out there, see and be seen. Network it, baby, network it!

pro bono

"pro bono publico" is a Latin phrase meaning "for the public good." Pro bono work is professional work undertaken voluntarily and without payment, as a public service. It does not mean working for free. It means donating your particular knowledge of cultural associations and design to help organizations or causes that otherwise would not have access to a professional of your caliber. Pro bono work is one way of helping your community. It is also a great way to find clients. The folks who sit on the boards of community non-profit organizations are usually local business owners who actually hire designers. These people usually sit on more than one board and are very active in their community meaning that your reputation will spread far and wide. When you take on a pro-bono job, be sure to use contracts, set limits on revisions and meet all deadlines

community organizations

- Sac Chamber of Commerce http://www.metrochamber.org
- Small Business Association of Sac http://tinyurl.com/SBASac

general service organizations

- Big Brothers Big Sisters of Sac http://tinyurl.com/BBBSSac
- Lions Clubs http://www.lionsclubs.org
- Rotary International http://www.rotary.org

issue driven organizations

- American Cancer Society http://www.cancer.org/
- American Red Cross http://www.sacsierraredcross.org/
- California Rangeland Trust http://www.rangelandtrust.org/
- Latin Business Association http://www.lbausa.com/
- Women's Business Enterprise National Council http://www.wbenc.org/

networking & pro bono: finding pro bono jobs

causes / activities I care about	local group or chapter that cares

trade associations & clubs

Join 'em, volunteer and get involved! You aren't going to meet designers looking to hire by staring at your computer screen. Go out!

graphic design

- American Institute of Graphic Arts: San Francisco http://www.aigasf.org/
- Graphic Artists Guild: Northern California Chapter http://norcal.gag.org/
- Art Directors Club http://www.adcglobal.org/
- Sacramento Art Directors & Artists Club http://adac.org/

graphic design: niche

- The Society of Typographic Aficionados http://www.typesociety.org/
- Type Directors Club http://tdc.org/
- University and College Designers Association http://www.ucda.com/
- College Art Association http://www.collegeart.org/

graphic arts (print design)

- Graphic Arts Information Network http://www.gain.net/
- Icograda http://www.icograda.org/web/
- Printing Industries of Northern California (PINC) http://www.pinc.org/

fine arts & illustration

- Society of Illustrators http://societyillustrators.org
- Society of Illustrators
 San Diego
 http://tinyurl.com/SOISD
- Society of Childrens Book Writers & Illustrators www.scbwi.org
- Fractured Atlas http://www.fracturedatlas.org/
- UnderGround Society for Designers http://www.ugsd.org/

job postings

Most jobs and freelance gigs are filled by word of mouth. However, you can still find online classifieds. Give it a try with these fine industry listings below.

creative listings

- Creative Hotlist http://www.creativehotlist.com/
- Coroflot http://tinyurl.com/CoroflotJobs
- HowDesign Job Bank http://tinyurl.com/HowDesignJobs
- Krop http://www.krop.com/
- Motionographer http://motionographer.com/jobs/
- Creative League http://creativeleague.com/

general job boards

- Indeed http://www.indeed.com/
- Craigslist.org: NorCal http://www.craigslist.org/med/
- Monster Jobs http://tinyurl.com/MonsterDesignJobs

associations & clubs

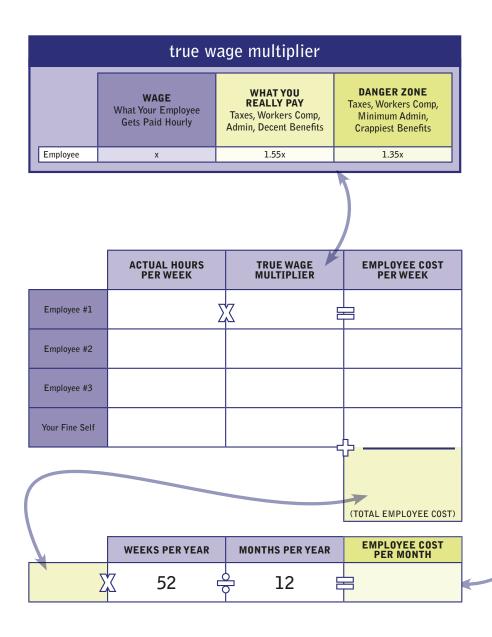
- AIGA Job Listings http://www.aigadesignjobs.org/
- Art Directors Club http://tinyurl.com/ADCJobs
- Artist Resource http://tinyurl.com/ARJobs
- Bookbuilders West http://tinyurl.com/BBWJobs
- Printing Industries of Northern California (PINC) http://tinyurl.com/PINCJobs

temp agencies

- The Creative Group http://www.creativegroup.com/
- Artisan Creative http://tinyurl.com/ACJobs
- Aquent http://tinyurl.com/AQJobs
- GraphXStaff http://graphxstaff.com/

freelancing: calculations

employee cost per month

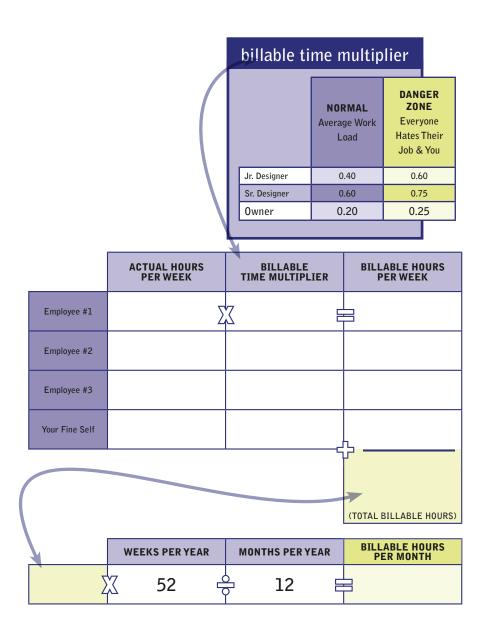


monthly operating expenses

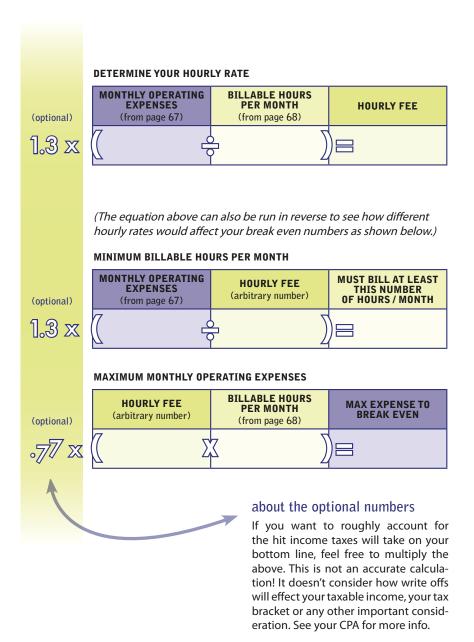
	\$ PER MONTH
OPERATING EXPENSES	
Employee Cost Per Month	
Rent	
Freelancers (Not Doing Billable Work)	
Utilities	
Office Expenses, Supplies & Materials	
Repairs And Maintenance	
Legal And Professional Services	
Dues for Trade Associations	
Advertising	
Insurance (Casualty and Liability)	
Commissions, Fees and Interest Charges	
Depreciation (See Your CPA)	
Travel and Meal Expenses (See Your CPA)	
Other Operational Expenses	
Other Operational Expenses	
<u></u>	(TOTAL OPERATING EXPENSES)

freelancing: calculations

billable hours per month



hourly rate



contracts

angry people

Design is a service based business. Put on your bright smile and go get 'em tiger. In no time you will have to play the bad guy. It's OK to tell folks no. You can't do some things. You won't work for that little. They can't have their job by their deadline if they don't approve the proof in writing. Them's the breaks. Don't worry. It's easier to let people down in the beginning than let them down at the end. Contracts let you say tough stuff without it being personal.

cash up front

It is always completely reasonable and recommended to demand 1/3 to 1/2 non-refunable cash up front before beginning a job. Be sure to indicate in writing that this cash cannot and will not be returned if the job is canceled.

schedules & timelines

Be sure to include schedules and timelines in your contract. This allows you to hold your client's feet to the fire when they blow a deadline.

licensing

When you buy a shirt you don't have rights to the sewing machine or the patterns. The same goes for graphic design. Unless you explicitly give away the copyright to your work you own it, period. You also own your files. It makes sense to spell this out in a contract so there are no misunderstandings later.

revisions

Be sure to spell out exacly how many revisions, ideas, and sketches the client is entitled to in exchange for your fee. Be sure to include an hourly rate or flat fee for revisions that excede the amount originally budgeted for. Email your client when they are about to exceed their revisions limit and cite the additional cost. Make sure they email back approval to continue. GET IT IN WRITING!

contracts: example

sample project contract

The following example of project contract is a sample of an actual; freelance contract. No warranties implied or otherwise are made in regard to any of this information, including the sample below. *This is is only an example.*

Contract Info

- Date
- "FOB [City, State of Designer's Business License]

Designer Info

- Name
- Address
- Phone
- Email
- Web

Client Info

- Name
- Address
- Phone
- Email
- Web

Fees

- \$250 \$350 for scope as outlined below.
- Client shall pay all domain registration, hosting and related fees.

Project Scope

- Create functional Wordpressbased website including all relevant widgets and plugins.
- Site should allow for member login, password protected pages and areas, member postings, PayPal acceptance, photo galleries and links to outside ecommerce sites.
- Upon request, affiliate status shall be petitioned from ecommerce sites on behalf of client to generate commissions from sales that result from visitor click through. Content and design shall be controlled by Client using Wordpress Content Management Templates.
- An additional two hours of client Wordpress training, site maintenance, edits and/or updates are provided in this estimate.

Terms

Terms are attached. Signature below indicates agreement to all terms and conditions of this contract.

Delivery Schedule

- Contract Agreement; 08/05/10; **\$150. Due**
- Project Launched on Designer SubDomain; 08/06/10;
 No Payment Due
- Client Edits Requested; 08/09/10;\$50. Due
- Edits Delivered; 08/11/10;
 No Payment Due
- Client Review & Approval; 08/12/10;
 \$50. Due
- Client Updates Content as Required and Provides DNS Information; 08/13/10;

No Payment Due

- Client Training or Site Maintenance; expires 60 days after contract date;
 No Payment Due
- Site Posted Live; 08/16/10; Balance Due (if any)

Signature

Signature indicates agreement to the fees, project scope, terms, and delivery schedule as outlined here.

(CLIENT)	(DATE)
(DESIGNER)	(DATE)

sample terms

The following contractual terms are a sample of the exciting world of leagalese. Just as with the sample project scope, no warrenties implied or otherwise are made in regard to any of this information, including the sample below. *This is is only an example.* You're on your own here, kiddo.

1. Time for Payment

Payment is due at each milestone due date as noted in the Production Schedule. All invoices for Billable Expenses 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. Designer 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 by twenty percent (20%) or more.

4. Billable Expenses

The Client shall reimburse Designer for all direct and indirect billable expenses arising from this assignment, regardless of whether the assignment is Canceled or Terminated. Billable Expenses include but are not limited to costs of commissioning images or subcontracting talent, software or run-time license costs, the payment of any sales tax due on this assignment, any travel, research, postage and delivery, photocopying, and storage media expenses. The markup charged by Designer for supervisory and handling time on all Billable expenses shall be 25% percent of the Billable Expenses incurred. The Client shall advance 100% of anticipated Billable Expenses to Designer upon the acceptance of the Primary Design and/or Production Roughs for payment of said Billable 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 Designer. Any other changes requested by the Client shall be considered Client's Alterations if they are requested after the acceptance of the First Proof. Any changes and additions not due to the fault of Designer and requested by the Client before the approval of one of the Site Designs are not considered Client's Alterations. The Client shall be responsible for making additional payments at the rate noted herein for any Client's Alterations and any other changes in original assignment requested by the Client. However, no additional payment shall be made for changes required to conform to the original assignment description. The Client shall offer Designer 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 3 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 Designer 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 Designer 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. Designer shall designate (primary contact person listed on contract) and the Client shall designate (primary contact person listed on contract) as the only designated persons who will send and accept all deliverables and receive and make all communications between Designer 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 3 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 Designer. In addition, if cancellation is prior to the delivery of the Design Comp(s), a cancellation fee of thirty percent (30%) of the balance of the Total payments shall be paid by the Client. This fee shall take the form of a non-refundable deposit provided by Client to engage Designer. If the cancellation is later but prior to the acceptance of a Design Comp(s), 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 (40%) 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 Designer or Designer is liable to pay for shall be paid by the Client in full. In the event of cancellation, Designer retains ownership of all copyrights and any original artwork.

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 or due prior to termination shall be retained by Designer or due immediately upon assignment termination. Regardless of when the assignment is terminated, all billable expenses already incurred by Designer or Designer is liable to pay for shall be paid by the Client in full. In the event of termination, Designer retains ownership of all copyrights and any original artwork created by Designer and already purchased by Designer on behalf of the Client from third parties.

9. Ownership and Return of Artwork

The Client acknowledges and agrees that Designer 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 Designer's ownership of the art subject to this agreement because of any change or evolution of the laws. The Client shall return such artwork within thirty (30) days of use unless indicated otherwise below:

10. Copy Protection

The Client must protect all final art which is the subject of this agreement against duplication and alteration.

11. Credit Lines

Designer and any other creators shall receive a credit line with any editorial usage. If similar credit lines are to be given with other types of usage, it must be so indicated here:

12. Releases

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

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. Code of Fair Practice

The Client and Designer agree to comply with the provisions of the Code of Fair Practice, a copy of which may be obtained from the Joint Ethics Committee, P.O. Box 179, Grand Central Station, New York, New York, 10017, USA, or is available on the World Wide Web at http://www.graphicartistsguild.org/theguild/code-of-fair-practice/.

15. Warranty of Originality

Designer 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 or application-appropriate limited 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 or application-appropriate limited basis; that Designer has full authority to make this agreement; and that the work prepared by Designer 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 Designer's product which may infringe on the rights of others. CLIENT EXPRESSLY AGREES THAT IT WILL HOLD DESIGNER HARMLESS FOR ALL LIABILITY CAUSED BY THE CLI-ENT's USE OF DESIGNER'S PRODUCT TO EXTENT SUCH USE INFRINGES ON THE RIGHTS OF OTHERS.

16. Limitation of Liability

Client agrees that it shall not hold Designer or its agents or employees liable for any incidental or consequential damages which arise from Designer'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 Designer or a third party. Furthermore, Designer disclaims all implied warranties, including the warranty of merchantability and fitness for a particular use.

17. Dispute Resolution

This agreement shall be interpreted under the laws of the State of California. Any litigation under this agreement shall be resolved in the courts of Butte County, State of California.

Any disputes in excess of two thousand five hundred (2500) US dollars arising out of this Agreement shall be submitted to binding arbitration before a mutually agreed upon arbitrator pursuant to the rules of the American Arbitration Association. The Arbitrator's award shall be final, and judgment may be entered in any court having jurisdiction thereof. The Client shall pay all arbitration and court costs, reasonable attorney's fees, and legal interest on any award of judgment in favor of Designer.

17. Authorization

If the Client is engaging Designer an independent contractor for the specific project of developing and/or improving a website to be installed on the client's web space on a web hosting service's computer, the client hereby authorizes Designer to access this account, and authorizes the web hosting service to provide Designer with "write permission" for the client's webpage directory, cgi-bin directory, and any other directories or programs which need to be accessed for this project. The client also authorizes Designer to publicize their completed website to Web search engines, as well as other Web directories and indexes.

18. Entire Agreement

This Agreement and the Attachments hereto constitute the entire agreement between the contracting parties concerning the subject matter hereof. All prioragreements, discussions, representations, warranties, and covenants are merged herein. There are no warranties, representations, covenants, or agreements, express or implied, between the parties except those expressly set forth in this agreement. Any amendments or modifications of this agreement shall be in writing and executed by the contracting parties.

19. Severability

If any provision of this Contract is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Contract shall remain in full force and effect.

20. Non-Waiver

The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

18. Acceptance of Terms

Electronic initials affirming agreement of these terms, even if they appear on another document or in another medium shall indicate acceptance.

Last updated August 3rd, 2009



GREELANG STYLE SACRAMENTO STYLE