



# SERVICES GUIDE

What We Do and How We Work



**AMPLIFY by Design LLC**

info@amplifybydesign.com | 610-425-8194 | [amplifybydesign.com](http://amplifybydesign.com)

**FIRST,**   
**Thank You**  
 **FOR YOUR CONSIDERATION**

AMPLIFY by Design is a web and graphic design studio that specializes in working with small scale and startup companies. Our work is to create compelling and effective visual communications to help organizations achieve their ambitions. We employ smart process, technology, and strategy to help businesses grow, achieve measurable results, and prosper.

Our studio's success can be attributed to our ability to consistently provide reliable, cost effective, quality services customized to our each business' needs. Good service is the foundation of our existence and our business mostly comes from repeat clients and referrals from satisfied clients.

We are proud of our commitment to high quality client care and work hard to deliver on every project we undertake. We understand that for us to be successful, our client's success must come first.

# 1 | Who We Are

## MADE FOR SMALL BUSINESSES

Our mission is to provide accessible, affordable, and easy graphic and web design solutions for small businesses. Working with us means having a go-to resource and a partner to navigate important marketing decisions.

It's our goal to help you make decisions that to lead to profit and give you time back to focus on running the business.

**Explore marketing opportunities without having to hire or train new employees.**

**Strategy based design means you get the most value out of your marketing.**

**Reliable service to get projects done right the first time and on time, every time.**

We're more than just a design company, We're a  
**Strategic Partner**  
that helps you grow your business.

## OUR PRINCIPALS

### **To be a trustworthy partner for each of our clients.**

We build long term relationships with our clients based on trust and dependability.

### **Non egocentric approach.**

Design is a process, and honest & critical feedback is crucial for effective development. Tell us what you're really thinking. You'll never offend us, our focus is entirely on you.

### **Inclusive branding strategies**

We are committed to representing diversity and inclusivity in the content we produce.

## 2 | What We Do

### ONE STOP SHOP

Flexible offerings for your business’s unique needs. Whether it’s design on the web, in print, or a consult, we’ve got you covered.

#### CONSULTING

The best way to plan is to start by evaluating where you’re at now. Clients most often start with one of these services:

##### Professional Brand Audit

Pinpoint opportunities, figure out your buyer persona and more.

##### Website Health Check

See how you score on our test for speed, security, SEO, and user experience

##### Screen Share Tutorials

Flexible help with anything you need, with an option to record for later.

#### WEB DESIGN

Web presence is essential to small business. From blogging to lead generation to SEO, the web can help you reach a wide audience effectively. We offer both simple and comprehensive options to fit every budget.

**Platforms we work on:** Wordpress, Squarespace, Wix

#### GRAPHIC DESIGN

Professional, cohesive branding and high quality graphic assets are the key to presenting your business as reliable, professional, tech savvy and knowledgeable.

**PRINTING:** Once your design is finalized, we can take care of print production as well. Let us worry about the thickness of the paper, quality and finish for easy ordering. Delivered right to your door. Always offered with free ground shipping!

#### PRICING

We offer value based pricing, which means **flat fees**. It’s our job to figure out the best solution in the most efficient manner, and we stand behind this. **Never pay more again for something that takes longer.**

3

# How It Works

## STRATEGY BASED DESIGN

Our process is what sets us apart. Each step is a building block for the next step, for a cohesive final product designed towards a targeted goal.



### PROJECT EVALUATION

#### **A thoughtful evaluation of your needs is crafted into a plan**

We meet with you to create an in-depth analysis of your business needs and break down the steps needed to achieve the desired results.



### RESEARCH & PLANNING

#### **Exploring industry trends and setting objective goals**

By seeking to understand the client's needs and interests first, we establish customized and targeted goals for the project.



### CONTENT CREATION

#### **Generation and collection of creative assets**

A collection of any photography, illustration, video, and typography needed for the project is gathered.



### DESIGN DEVELOPMENT

#### **Initial layouts and design drafting**

Through sketching or wire frames, the initial design structure is put together from the collected assets to make sure all the necessary pieces are in place.



### EVALUATION & REFINEMENT

#### **Draft presentation and critique process**

While feedback is welcomed throughout the work process, a full critique and testing session ensures there are no bugs or blind spots.



### TESTING & LAUNCH

#### **Your ideas are born into the world!**

A launch schedule is planned in coordination with your business strategies for maximum impact and value. Your final payment is also due at this time.

# 4 | Our Goals

## TO BE A PROACTIVE PARTNER

The business landscape is always changing, and we're here to help you stay on top of it.

## SATISFIED CLIENTS & REPEAT BUSINESS

Top quality design work and client care are why our clients choose us and keep coming back.

## CLARITY OF PROCESS AND PEACE OF MIND

We're dependable and easy to work with, so you can focus on running your business.

## SOME OF OUR CLIENTS

### PROFESSIONAL SERVICES



### HEALTH & WELLNESS



### FOOD & BEVERAGE



### COACHING



### NON PROFITS & POLITICAL CAMPAIGNS



"Amy is great to work with. She listens and has great patience and creative ideas."  
- Gary K.

"I would recommend her to anyone and will come back to her in the future!"  
- Nicole .

*Find more testimonials on Google, Facebook, or our website!*

# Ready to get started?

**We'd love the opportunity to discuss how we can help your business succeed.**

## FREE DISCOVERY SESSION

The first consulting session is always offered free of charge. We guide you through a custom assessment to figure out the best way to help your business grow. Sign up for 60 minutes of discovery, analysis, honest opinions, recommendations, and answers to all your questions. Let's AMPLIFY your business together!

## Here's How to Contact Us

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 [info@amplifybydesign.com](mailto:info@amplifybydesign.com)  
 610-425-8194  
 [amplifybydesign.com](http://amplifybydesign.com)

Make an appointment:  
[amplifybydesign.com/book](http://amplifybydesign.com/book)

Our Office Hours:  
M-F 10 AM - 5 PM



Amy's time and expertise continue to be the best money I've spent to get my business off the ground. She took my vision and ran with it to bring it to life, and offered brilliant suggestions along the way that I never would have thought of. Do yourself a favor and hire Amy.

**-Brendan D.**

# 5 | Terms of Service

## SAMPLE CLIENT SERVICE AGREEMENT

This Service Agreement (the “Agreement”) is made and entered into as of MONTH DATE, YEAR, by and between Amplify by Design LLC, a Pennsylvania limited liability company (the “Company”) located at 908 Green St. Bridgeport, PA 19405 and [CUSTOMER NAME] (the “Customer”), an organization with a principal place of business located at [ADDRESS]. The terms of this agreement are binding on the parties and their respective employees, agents, and legal representatives.

The Company is willing to provide the services including web and graphic design services specifically described in this proposal (the “Deliverables”) for the Customer, and the Customer desires to engage the Company to provide the services.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth herein, and intending to be legally bound hereby, the Company and the Customer agree as follows:

1. **Description of Services.** The Company will perform the following Services (collectively, “the Project”):
  - a. **Intended Use of Design.** Comprehensive research, consultation and design of corporate assets for all corporate materials including advertising, business papers, signage, and in-house publications.
  - b. **Timeline.** Feedback is crucial for effective design development. Client delays in feedback or submission approvals may result in significant project delays.
2. **Payment for Services.**
  - a. **Deposit.** A non-refundable deposit of 50% of the estimated cost is required to begin work. All invoices and any reimbursable expenses are due within 14 days of invoice. Any work over and above the cost of estimate will be discussed with Customer beforehand.
  - b. **Payment.** In exchange for the full, prompt, and satisfactory performance of all Services rendered to Customer, Customer shall provide Company, as full and complete compensation the invoice to be paid at the completion of the Services. Payment is accepted via credit card or a check payable to: Amplify by Design LLC.
  - c. **Miscellaneous.** Company is not entitled to receive any other compensation or any benefits from Customer. Except as otherwise required by law, Customer shall not withhold any sums or payments made to Company for social security or other federal, state, or local tax liabilities or contributions, and all withholdings, liabilities, and contributions shall be solely Company’s responsibility. Freelancer further understands and agrees that the Services are not covered under the unemployment compensation laws and are not intended to be covered by workers’ compensation laws.
3. **Term/Termination.**
  - a. **Termination by Completion.** This Agreement shall continue until the completion of the Project and the Customer’s receipt of the final work product generated by the aforementioned Project.
  - b. **Termination by Notice.** This Agreement shall be effective on the date entered into and may continue until terminated by either party upon 14 business days written notice. Payment will be due for any completed work minus the deposit amount.
4. **Errors and Omissions.** It is the Customer’s responsibility to check work product carefully for accuracy in all respects, including technical illustrations. The Company shall not be liable to the Customer or others for any errors or omissions, including mistakes in project execution or failure to embody aspects detailed in the scope of the Project. If the Customer believes there are errors or omissions within the work product delivered by the Company, the Customer must notify the Company of the believed error or omission, and the Company may, but is in no way obligated to address or attempt to remedy the matter at issue within a period of thirty days.
5. **Work Product Ownership.** Any copyrightable works, ideas, discoveries, inventions, patents, or other information developed in whole or in part by the Company in connection with the Project will be the exclusive property of the Company. Once the Project is completed and full compensation has been received by the Company, the Company shall transfer to the Customer rights to the work product. The Company, however, reserves the right for promotional and marketing needs to photograph, publish, present, and distribute any work created as part of the Project. The Company values its relationship with the Customer and also values the work the Company intends to provide. The Company appreciates the opportunity to include the name and logo of the Customer in its marketing materials or on its website. The Company will store, for a period of one year after completion of the Project, all source files related to work that has been paid for by the Customer.
6. **Confidentiality.** From time to time during the Term of this Agreement, each party (as the “Disclosing Party”) may disclose or make available to the other party (as the “Receiving Party”) information about its business affairs, services, confidential intellectual property, trade secrets, third-party confidential information and other sensitive proprietary information, whether orally or in written, electronic, or other form of media (collectively, “Confidential Information”). Confidential Information shall not include information that, at the time of disclosure: (i) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Section by the Receiving Party; (ii) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third-party is not and was not prohibited from disclosing such Confidential Information; (iii) was known by or in the possession of the Receiving Party before being disclosed by or on behalf of the Disclosing Party; (iv) was

or is independently developed by the Receiving Party without reference to or use, in whole or in part, of any of the Disclosing Party's Confidential Information; or (v) is required to disclose under applicable federal, state, or local law, regulation, or a valid order issued by a court or governmental agency of competent jurisdiction. The Receiving Party shall: (a) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (b) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (c) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's representatives who need to know the Confidential Information to assist the Receiving Party to perform its obligations under this Agreement. The Receiving Party shall be responsible for any breach of this Section caused by any of its representatives.

7. **Limitation of Liability.** The Customer understands and agrees that the Company will not be responsible for any damages that the Customer claims result, directly or indirectly, from use of the Services, for any reason, including costs incurred while using the equipment or the costs associated with any claims the Customer brings or tries to bring against the Company.

IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, ITS BUSINESS PARTNERS, OR ANY THIRD-PARTY (INCLUDING ANY RELATED CONTENT AND SERVICES) ("THIRD-PARTY PROVIDERS"), BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND, UNDER ANY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHER THEORY, INCLUDING DAMAGES FOR LOST PROFITS, EVEN IF THE COMPANY HAS BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. WITHOUT LIMITING THE FOREGOING, THE COMPANY, ITS AFFILIATES, BUSINESS PARTNERS, AND THIRD-PARTY PROVIDERS WILL NOT BE LIABLE FOR DAMAGES OR LOSSES OF ANY KIND ARISING OUT OF THE CUSTOMER'S ACCESS, USE, MISUSE, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, OR LINE OR SYSTEM FAILURE. **THE MAXIMUM AGGREGATE LIABILITY OF THE COMPANY, ITS AFFILIATES, BUSINESS PARTNERS AND ANY THIRD-PARTY PROVIDERS SHALL BE THE TOTAL AMOUNT PAID BY THE CUSTOMER TO THE COMPANY FOR THE SERVICES.**

For jurisdictions that do not allow the exclusion or limitation of incidental or consequential damages, the Company's liability in such jurisdictions shall be limited to the extent permitted by law.

8. **Material Breach of Contract.** The occurrence of the failure to make a required payment when due in the time and manner provided for in this Agreement shall constitute a material breach of contract under this Agreement.

9. **Remedies for Breach of Contract.** In addition to any and all other rights a party may have available according to law, if a party breaches this contract by failing to substantially perform any provision, term, or condition of this Agreement (including the failure to make a monetary payment when due), the other party may terminate this Agreement by providing written notice to the defaulting party. This notice will describe with sufficient detail the nature of the breach. The party receiving such notice will have five days from the effective date of such notice to cure the breach. Unless waived by a party providing notice, the failure to cure the breach within such time period shall result in the automatic termination of this Agreement.

10. **Disclaimer of Consequential Damages.** Except for breach of confidentiality, in no event will the Company be liable to the Customer for any special, consequential, incidental, or like damages, including lost profits, however caused, resulting from the Company's performance or failure to perform under this Agreement, whether due to breach of contract, breach of warranty, or the negligence of the Company.

11. **Disclaimer of Implied Warranties.** The Company disclaims all implied warranties and similar obligations. There are no warranties that extend beyond any express warranties contained in this Agreement. The Customer affirms that it has not relied upon the Company's skill nor judgment to select or furnish the Services for any particular purpose beyond any specific express warranties in the Agreement. Any design provided by the Company is based on information provided by the Customer. The Company does not warrant the Services will comply with requirements of any code or regulation of any federal, state, municipality, or other jurisdiction beyond the specific express warranties in this Agreement.

12. **Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

13. **Applicable Law.** All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule.

14. **Waiver of Breach.** No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

15. **Notice.** All communications and notices herein shall be in writing and shall be deemed to have been duly given if sent by United States Postal Service registered or certified mail, postage prepaid, return receipt requested, addressed to the Company at the address shown below:

Amplify by Design LLC, Attn: Amy Funahashi, 908 Green St. Bridgeport, PA 19405

All communications and notices herein shall be in writing and shall be deemed to have been duly given if sent by United States Postal Service registered or certified mail, postage prepaid, return receipt requested, addressed to the Customer at the address shown below:  
[CUSTOMER MAILING ADDRESS]

**16. Dispute Resolution.** Any controversy or claim arising out of or relating to this Agreement or the breach, termination, validity, or invalidity thereof shall be resolved by arbitration administered by the American Arbitration Association (“AAA”) in accordance with its Commercial Arbitration Rules, in force when the notice of arbitration is submitted in accordance with the Commercial Arbitration Rules. The arbitral tribunal shall consist of three arbitrators. Within fifteen days after the commencement of arbitration, each Party shall appoint a person to serve as an arbitrator, and the two selected by the Parties shall select a third arbitrator within ten days of their appointment. If the arbitrators selected by the Parties are unable to or fail to agree upon the third arbitrator, the third arbitrator shall be selected by AAA. The arbitration shall be conducted in English in Centre County, Pennsylvania. The arbitration shall be governed by the laws of the Commonwealth of Pennsylvania. Hearings shall take place pursuant to the standard procedures of the Commercial Arbitration Rules. The Parties agree that the arbitral tribunal may award injunctive relief against any Party at its discretion, according to the Commercial Arbitration Rules. The arbitration award shall be final and binding on all the Parties, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. The arbitrators shall award to the prevailing Party all of its costs and fees, including pre-award expenses of arbitration, the arbitrators’ fees, and reasonable attorneys’ fees. During the course of arbitration, this Agreement shall continue to be performed, except for the terms that are in dispute and subject to the arbitration proceedings. All notices by on Party to the other in connection with the arbitration shall be in writing and shall be deemed to have been duly served when served in the manner described in Section 15 of this Agreement.

**17. Indemnification of the Company.** The Customer agrees to indemnify and hold harmless the Company from and against any and all claims, loss, damage, injury, and liability, however caused, including reasonable attorney’s fees and costs of investigation, resulting from or arising out the use of the Project, provided that: (i) the Company gives the Customer reasonable notice of the claim and (ii) permits the Customer to undertake and conduct the defense of such claim with attorneys of its own selection. This express obligation shall include, without limitation, all liability, damages, loss, claims, and actions on account of personal injury, death, or property loss, and shall control except to the extent such liability, damages, loss, claims, or actions are caused by the gross negligence or willful misconduct of the Company, its agents, employees, independent contractors, or assigns. This Section shall not be construed to negate or abridge any other obligation by the parties existing at common law or under this Agreement.

**18. Force Majeure.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party’s (“Impacted Party”) reasonable control, including the following force majeure events (“Force Majeure Events”): (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; or (h) strikes, labor stoppages or slowdowns or other industrial disturbances. The Impacted Party shall give prompt notice to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. An act or omission shall be deemed within the reasonable control of the Impacted Party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

**19. Amendment.** This Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each party.

**20. Successors; Assignment.** This Agreement shall be binding on and inure to the benefit of the Company and the Customer and their respective heirs, personal representatives, successors, and assigns. However, this Agreement is personal to the Customer and shall not be assigned by the Customer.

**21. Interpretation.** The word “including” is used herein with the meaning of “including without limitation” and “including but not limited to.” Unless the context indicates otherwise, any reference to the singular or the plural shall include the other. The captions of the sections of this Agreement are for convenience of reference only and in no way define, limit or affect the scope or substance of any section of this Agreement.

**22. Entire Agreement.** This Agreement and all related exhibits and schedules constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.