IN HARMONY COMMUNICATIONS AND STRATEGIC LEADERSHIP
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Client Engagement *Policy*

How In Harmony works, what each stage requires, and what both parties commit to.

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01 Purpose and Application

This policy governs all engagements with In Harmony Communications and Strategic Leadership. It applies to engagements entered into on or after the date a client receives notice of this policy, and to any new scope added to an existing engagement after that date.

This policy is incorporated by reference into every In Harmony service agreement and statement of work and forms part of the agreement between the parties. Where this policy conflicts with a previously executed agreement, the executed agreement controls for the remaining term of that agreement.

02 The Engagement Process

Every engagement follows the same seven steps. No step is skipped, and no creative work begins before Step Four is complete.

STEP ONE · INQUIRY
The client submits an intake request identifying the organization, the authorized decision maker, the need, the timeline, and the budget range. A budget range is required.

STEP TWO · CONSULTATION
One complimentary consultation of up to forty five minutes. This conversation is diagnostic. No concepts, names, frameworks, or solutions are presented. A written summary follows.

STEP THREE · PROPOSAL
A written proposal stating scope, deliverables, fees, and timeline. The proposal is an overview and does not contain the detail required to execute the work independently.

STEP FOUR · AGREEMENT AND DEPOSIT
A fully executed service agreement and statement of work, and cleared payment of the required deposit. This is the point at which the engagement begins.

STEP FIVE · PRODUCTION
Work proceeds against the agreed milestones and revision schedule.

STEP SIX · FINAL PAYMENT
The remaining balance is due in full before the final presentation.

STEP SEVEN · PRESENTATION, DELIVERY, AND LICENSE
The completed work is presented, final files are delivered, and a written license is issued stating the permitted scope of use.

03 Engagement Timeline

Every engagement follows the published In Harmony Engagement Timeline, which is incorporated by reference and forms part of this policy. All day counts stated in the timeline are business days unless otherwise noted. The timeline runs approximately thirty four business days from intake to the start of production, and continues through the production term selected in the statement of work. Terms available are seven, fourteen, thirty, sixty, and ninety days.

DAY 5 · ACCEPTANCE

In Harmony issues the acceptance notice, consultation summary, Letter of Intent, and proposal development fee invoice. Acceptance is at In Harmony's sole discretion and may be declined for capacity, fit, or scope.

BY DAY 8 · LETTER OF INTENT

The signed Letter of Intent and cleared proposal development fee are due. Proposal development does not begin without both.

DAYS 9 TO 22 · PROPOSAL

Ten to fourteen business days. The client schedules the presentation meeting during this window.

DAY 23 · PRESENTATION

The proposal and terms of agreement are presented by the principal directly to the client's decision making body.

DAYS 24 TO 30 · EXECUTION

Five to seven business days to execute and submit the deposit. The proposal and quoted pricing expire at the end of Day 30.

PRODUCTION AND DELIVERY

Production begins four business days after cleared payment. Final payment precedes the final presentation, and delivery follows four business days after that payment clears.

Client delay extends the schedule. Where the client does not meet a date in the timeline, all subsequent dates extend by the length of the delay. In Harmony is not responsible for a missed delivery date caused by client delay. If the presentation meeting is not scheduled within five business days of notice that the proposal is ready, In Harmony will issue the proposal in writing and the execution window will begin on the date of issue.

04 No Work Before Execution

> *No creative work of any kind begins before a fully executed agreement and cleared deposit.*

This includes concepts, names, logos, mockups, drafts, samples, frameworks, curricula, research, and preliminary designs. No speculative work is produced, and no work is produced in advance of a written request.

Approval by a board, committee, or internal vote does not constitute execution. Only a signed agreement and cleared payment begin an engagement.

05 Presentation by the Principal

Scope, agreements, and program detail are presented by Brandi C. Harmon directly to the client's decision making body. This presentation is not delegated to an intermediary, liaison, or staff member.

The client may designate a coordinator for scheduling and logistics. Substantive discussion of scope, pricing, and deliverables occurs directly between In Harmony and the parties authorized to approve the engagement.

06 Proposal Validity and Execution Window

- A proposal is presented to the client's decision making body on Day 23. The execution window is five to seven business days from presentation and closes at the end of Day 30.
- If a fully executed agreement and cleared deposit are not received by the end of the execution window, the proposal expires automatically and the quoted pricing is no longer held.

- If the presentation meeting is not scheduled within five business days of notice that the proposal is ready, In Harmony will issue the proposal in writing and the execution window will begin on the date of issue.
- Expired proposals may be reissued at current rates. Prior pricing, discounts, and courtesy rates do not carry forward.
- The client shall confirm receipt of all proposals, agreements, and invoices within three business days. Silence does not constitute acceptance and does not extend the execution window.
- An extension may be granted in writing at In Harmony's discretion. An extension is not effective unless stated in writing.

07 Fees, Deposits, and Payment

PROPOSAL DEVELOPMENT FEE

$100.00 for a single deliverable scope, or $250.00 for a multi deliverable scope, due upon signing of the Letter of Intent. Proposal development does not begin until the fee has cleared. The fee is earned upon issue of the proposal and is credited in full against the engagement fee where the agreement is executed within the execution window. It is nonrefundable where the agreement is not executed.

THIRTY DAYS OR LESS

Sixty percent of the total engagement fee upon execution. The remaining forty percent before the final presentation.

LONGER THAN THIRTY DAYS

Forty percent upon execution, thirty percent at midpoint milestone approval, thirty percent before the final presentation.

IDENTITY WORK

Logo design, brand identity, and rebranding engagements are paid in full upon execution and are nonrefundable where the client terminates or fails to perform.

DEPOSITS

All deposits are nonrefundable and earned upon receipt. Production begins four business days after payment has cleared.

CLEARED FUNDS

Payment is cleared when funds are irrevocably available to In Harmony. A reversal, chargeback, or returned instrument suspends work immediately and reinstates the balance.

HOURLY RATE

Work performed outside a fixed fee scope is billed at $175.00 per hour, quoted and approved in writing before the work is performed.

EXPEDITED WORK

Rush engagements compress proposal development to three to five business days, require presentation within two business days of proposal completion, and require execution and payment in full within two business days of presentation. Consultation and acceptance do not compress. A rush fee of twenty five to fifty percent applies.

REIMBURSABLE COSTS

Printing, stock assets, licensed fonts, platform subscriptions, shipping, and third party services are billed at cost plus fifteen percent. Travel beyond fifty miles is billed at the current federal mileage rate, with lodging and airfare at cost, approved in advance.

TAXES

Applicable Tennessee sales tax is added to taxable goods and services and is the client's responsibility.

PAYMENT METHODS

ACH is preferred. Card payments are accepted and the three percent processing fee is the client's responsibility.

LATE PAYMENT

Invoices unpaid after their due date accrue interest at one and one half percent per month and may trigger suspension under Section Thirteen.

08 Bundled and Contingent Pricing

Where a deliverable is offered at a reduced rate because it forms part of a larger engagement, that reduced rate exists only by reason of the larger engagement. The deliverable may be invoiced and paid separately for administrative convenience. Separate invoicing does not make the reduced rate a standalone price.

CONTINGENCY STATED AT PROPOSAL

Any deliverable priced below standard rate is identified in the proposal as contingent, together with the agreement on which the pricing depends.

PAYMENT IS NOT EXECUTION

Payment of a separately invoiced contingent item does not execute the underlying agreement, does not constitute acceptance of the larger engagement, and does not obligate In Harmony to perform the contingent deliverable at the reduced rate.

AUTOMATIC EXPIRATION

If the underlying agreement is not fully executed within the execution window stated in Section Six, the reduced rate expires automatically and without notice.

Upon expiration, In Harmony shall elect one of the following at its sole discretion and shall notify the client in writing within ten business days:

- Invoice the client for the difference between the amount paid and the standard rate for that deliverable, payable within ten business days, after which the work proceeds; or
- Cancel the deliverable and refund the amount paid in full, whereupon no further obligation exists on either side; or
- Retain the amount paid as a credit toward any deliverable priced at standard rate, valid for six months from the date of election.

No contingent deliverable is produced at the reduced rate after expiration. Where the underlying agreement fails to execute for reasons attributable to the client, including delay, no penalty attaches to In Harmony for nonperformance of the contingent deliverable.

09 Revisions

A revision round is one consolidated set of written feedback, submitted one time, by the client's designated point of contact.

INCLUDED

One initial concept presentation and two rounds of revisions per deliverable.

CONSOLIDATED FEEDBACK

All stakeholder comments are gathered and submitted together in a single written document. Feedback arriving piecemeal, by separate message, or from multiple parties is not accepted.

POINT OF CONTACT

The client designates one individual with authority to approve deliverables. Committee input is consolidated by that individual before submission.

FEEDBACK WINDOW

Seven calendar days per round. A deliverable on which no feedback is received within seven calendar days is deemed approved.

ADDITIONAL ROUNDS

Billed at $175.00 per hour, quoted and approved before work resumes.

APPROVAL IS FINAL

Once a deliverable is approved in writing, any subsequent change is new work, separately quoted and billed.

DIRECTION CHANGES

Refining an approved concept is a revision. Abandoning an approved concept for a different direction is new work and requires a signed change order.

10 Revisions After the Final Presentation

> *The full balance must be paid before any post presentation revision work begins.*

Corrective, at no charge. A revision is corrective only where the delivered work deviates from a specification approved in writing. This includes work that does not match the approved concept or layout, incorrect colors, fonts, or logo variations against the approved guide, typographical or grammatical errors in copy written by In Harmony, errors introduced by In Harmony into client supplied content, deliverables listed in the statement of work but not delivered, files delivered in a format or resolution other than specified, functional defects in a website built by In Harmony, and factual errors in research conducted by In Harmony where the correct fact appears in a cited source.

Billable as new work. Change of preference on approved work, feedback from stakeholders arriving after approval, content or facts supplied incorrectly by the client, new content or sections not included in the statement of work, changes to an approved direction, issues arising from client edits or third party platform changes, and requests that do not identify a deviation from an approved specification. Billed at $175.00 per hour.

Milestone approvals are recorded on the In Harmony Milestone Approval Form. An approved milestone becomes the approved specification against which corrective revisions are assessed.

11 Changes to Scope

Any addition to or modification of the agreed scope requires a written change order signed by both parties, stating the additional deliverables, the additional fee, and the revised timeline. Work on added scope does not begin until the change order is signed and any additional deposit has cleared.

12 In Harmony's Commitments

The obligations in this policy run in both directions. In Harmony commits to the following:

- Acknowledge client correspondence within two business days.
- Confirm receipt of client materials, feedback, and payments in writing.
- Deliver against the milestone dates stated in the statement of work, and give written notice as soon as a delay is known.
- Where a delivery date is missed for reasons within In Harmony's control, extend the client's feedback windows accordingly and, where the delay exceeds fourteen calendar days, offer the client the election of a schedule adjustment or termination with refund of the unearned balance.
- Present scope, pricing, and deliverables directly and answer questions from the client's decision makers.
- Issue a written license upon payment in full stating clearly what the client may use and how.
- Maintain the confidentiality of client information.

13 Suspension of Work

In Harmony may suspend an engagement upon written notice for any of the following:

- Payment not received when due, including any scheduled installment.
- Failure to provide required materials, content, assets, or approvals within fourteen calendar days of written request.
- Client unresponsiveness exceeding fourteen calendar days.
- Material change to scope without a signed change order.
- Direction to produce work that would infringe the rights of a third party or create legal exposure.
- Use of unreleased or unlicensed deliverables prior to payment in full.
- Misrepresentation of authority to bind the client organization.
- Abusive, harassing, threatening, or discriminatory conduct toward In Harmony or its personnel.
- Circumstances beyond reasonable control, including documented incapacity, illness, or emergency.

Effect of suspension. Work stops on the date of notice. All timelines and delivery dates extend by the full length of the suspension. Where the cause is attributable to the client, resumption requires cure of the cause and payment of a reinstatement fee equal to ten percent of the remaining engagement balance. A suspension not cured within thirty calendar days converts automatically to termination under Section Fourteen.

Client requested pause. A client may request a pause once per engagement, for up to thirty calendar days, in writing and before the pause begins. All dates extend by the full length of the pause. A pause exceeding thirty calendar days converts to termination. A pause does not extend the validity of any expired proposal or quoted pricing.

14 Termination

CLIENT TERMINATION

All sums paid are retained. Any work performed and not yet invoiced is invoiced and due upon receipt.

BY IN HARMONY WITHOUT CAUSE

Sums attributable to work performed and documented costs incurred are retained, and the unearned balance is refunded within thirty calendar days. This applies to all engagement types, including identity work.

FOR CLIENT CONDUCT

Where termination follows abusive conduct, misrepresentation of authority, unauthorized use of unreleased work, or direction to produce infringing material, In Harmony retains all sums attributable to work performed, documented costs incurred, and the full nonrefundable deposit, and may invoice any unbilled work completed to date.

NO TRANSFER

No deliverable, working file, concept, or license transfers to the client upon termination for any reason.

> *Nothing in this policy obligates In Harmony to continue an engagement that has become unsafe, unethical, or professionally untenable.*

15 Intellectual Property

- All concepts, program names, frameworks, curricula, logos, graphics, design systems, editorial copy, research, and creative systems remain the exclusive property of In Harmony Communications and Strategic Leadership and Brandi C. Harmon until payment is received in full.
- Upon payment in full, a written license is issued granting the client the right to use the delivered work within the scope stated in that license. Ownership is not transferred unless expressly assigned in writing and separately priced.
- No license arises from a proposal, presentation, draft, verbal discussion, or prior course of dealing.
- Original research and written biographical or historical content remain the property of In Harmony and are licensed for use with attribution.
- Concepts and directions presented but not selected remain the property of In Harmony and may be developed for other clients.
- Published work carries attribution to In Harmony Communications and Strategic Leadership. Attribution is a condition of the license and is not waived by payment.

16 Client Supplied Materials and Third Party Rights

The client is solely responsible for the rights to any material it supplies, including photographs, artwork, logos, text, likenesses, names, marks, and archival images. By supplying material, the client represents that it holds the necessary rights or permissions.

- In Harmony does not clear rights, obtain releases, or secure permissions on the client's behalf unless that work is expressly included in a signed statement of work and separately priced.
- Where a project involves the name, image, or likeness of a living or deceased individual, written permission from the individual or the rights holder is the client's responsibility to obtain and to provide before the work is produced.
- **Names and marks.** Naming and identity work is creative development, not a legal clearance service. In Harmony does not conduct trademark searches and makes no warranty that a proposed name, title, or mark is available for use or registration. Clearance and registration are the client's responsibility and should be undertaken with counsel before public use.
- Stock assets, licensed fonts, and third party software licensed for a project are billed to the client at cost and licensed in the client's name where the vendor permits.
- The client indemnifies In Harmony against any claim arising from material the client supplied or directed to be used.

17 Working Files and Source Materials

Delivery consists of the final files in the formats stated in the statement of work.

- Native working files, source files, layered documents, project archives, and research files are the property of In Harmony and are not included in delivery.
- Working files may be purchased separately where In Harmony agrees to release them. Release is at In Harmony's discretion and is priced per engagement.
- In Harmony retains project files for twelve months following delivery. Retrieval after that period, where files remain available, is billed at the hourly rate.

18 Digital Accounts, Hosting, and Domains

- Website and platform work is built in an In Harmony development environment. A build in development has not been delivered, transferred, or licensed, and In Harmony may take a development build offline at any time prior to delivery and payment in full.
- Domains, hosting plans, and platform subscriptions are purchased and held in the client's name and at the client's expense wherever the platform permits. Where In Harmony purchases on the client's behalf, the cost is reimbursable and the account transfers to the client upon payment in full.
- Where In Harmony is given access to client owned accounts, credentials remain the client's property. Access is removed upon completion or termination at the client's request.
- The client is responsible for its own platform fees, renewals, and third party service costs following transfer.

19 Delivery, Maintenance, and Support

- Final files are delivered four business days after final payment has cleared, by email or by mail, together with a written Delivery and License Release.
- The client shall report any defect in the delivered work in writing within five business days of delivery. Absent a written report within five business days, the work is deemed accepted.
- Delivery includes thirty calendar days of corrective support for defects in the delivered work. Corrective support does not include new content, new pages, new features, redesign, or changes to approved work.
- Ongoing maintenance, content updates, and platform management are not included in a build engagement and are available under a separate retainer or at the hourly rate.
- In Harmony is not responsible for issues arising from client edits, third party plugins, platform updates, or changes made by others after delivery.

20 Post Termination Obligations

Upon termination, expiration, or nonpayment, the client shall immediately cease all use of any work produced by In Harmony that has not been paid for in full and released under written license.

- The client shall remove such work from all websites, social media channels, email distributions, printed and digital collateral, shared drives, and scheduling tools, and shall delete all copies from its systems.
- The client shall provide written confirmation of removal within ten business days of written request.
- Continued use following termination constitutes unlicensed use and is invoiced at standard rates in addition to any other remedy.

21 Assignment and Scope of License

- A license issued under Section Fifteen is granted to the named client only. It is not transferable and may not be assigned, sublicensed, or extended to a chapter, affiliate, successor organization, or third party without written consent.
- The license permits use of the delivered work as stated. It does not permit reproduction of the design system, template, or format to produce additional or future works.
- Where a license is issued for a single publication, issue, edition, or campaign, it does not extend to subsequent publications, issues, editions, or campaigns.

22 Confidentiality and Subcontractors

- Each party shall protect the other's confidential business information. Client materials are not shared with third parties without written authorization.
- In Harmony may engage subcontractors, including printers, developers, illustrators, and photographers, and remains responsible for their work. Subcontractors are bound to equivalent confidentiality obligations.
- The client shall not directly engage a subcontractor introduced through an In Harmony engagement for the same or substantially similar work during the engagement and for twelve months following its completion, without written consent.
- In Harmony retains the right to display completed work in its portfolio and marketing materials unless the parties agree otherwise in writing.

23 General Provisions

LIMITATION OF LIABILITY

In Harmony's total liability arising from any engagement shall not exceed the total fees paid by the client for that engagement. Neither party is liable for indirect, incidental, or consequential damages.

INDEPENDENT CONTRACTOR

In Harmony performs all work as an independent contractor. Nothing creates an employment, partnership, agency, or joint venture relationship, and no work performed constitutes a work made for hire unless expressly agreed in a separate signed writing.

GOVERNING LAW AND VENUE

All engagements are governed by the laws of the State of Tennessee. Venue lies in Davidson County, Tennessee.

DISPUTE RESOLUTION

The parties shall attempt good faith resolution, and then mediation, before initiating litigation. Nothing limits either party from seeking injunctive relief to protect intellectual property.

NOTICE

Notice is effective when sent in writing by email to the addresses stated in the agreement, with delivery confirmed.

ELECTRONIC SIGNATURE

Agreements executed electronically are valid and binding.

AUTHORITY

The individual signing on behalf of a client organization represents that they hold the authority to bind that organization.

RETURNING CLIENTS

Intake, consultation, and the proposal development fee are waived for clients who have completed an engagement within the preceding twelve months. A Letter of Intent is required for each new engagement.

AMENDMENT

In Harmony may amend this policy. Amendments apply to engagements entered into after notice and do not alter the terms of an engagement already executed.

SEVERABILITY

If any provision is held unenforceable, the remaining provisions remain in effect.

SURVIVAL

Sections Fifteen through Twenty Three survive termination or expiration of any engagement.

ENTIRE AGREEMENT

A signed agreement, its statement of work, and this policy constitute the entire agreement between the parties and supersede all prior discussions, drafts, presentations, and verbal representations.

24 Transition and Reinstatement

Any project suspended, paused, or left unexecuted within the thirty days preceding the adoption of this policy may be resubmitted for consideration under this policy.

- Resubmitted projects are treated as new engagements. A new proposal is issued, a new agreement is executed, and a new project number is assigned.
- Prior pricing, discounts, courtesy rates, and contingent rates do not carry forward. Current standard rates apply.
- Prior drafts, concepts, and unreleased work do not transfer. Nothing produced under a prior unexecuted engagement is delivered or licensed by resubmission.
- Amounts previously paid on a suspended project are handled under Section Eight where the pricing was contingent, and otherwise applied as a credit against the new engagement or refunded at In Harmony's election.
- Resubmission is at In Harmony's discretion. Nothing obligates In Harmony to accept a resubmitted project.

25 Engagement Forms

The following forms govern each stage of an engagement and are provided at the point in the timeline where each applies.

CLIENT INTAKE REQUEST
Submitted at Day 1

CONSULTATION SUMMARY AND NOTICE OF ACCEPTANCE
Issued at Day 5

LETTER OF INTENT
Issued at Day 5, due signed by Day 8

STATEMENT OF WORK
Attaches to the service agreement at presentation

MILESTONE APPROVAL FORM
Issued with each milestone deliverable

CHANGE ORDER
Required for any modification to approved scope

DELIVERY AND LICENSE RELEASE
Issued upon payment in full