



Iris Cocreative

Design Service Agreement

CREATED BY:

James Redenbaugh
Iris Cocreative, LLC
121 W Gorgas Ln,
Philadelphia, PA 19119, USA

CREATED FOR:

The Hermitage (Hermitage World)
3650 East 46th Street, Indianapolis, IN
46205, United States

Design Service Agreement

Website Redesign & Visual Identity Development

DATE: February 20, 2026 **PROJECT START DATE:** March 1, 2026 **PROJECTED COMPLETION:** July 15, 2026

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PARTIES:

Service Provider:

Iris Cocreative, LLC
James Redenbaugh, Founder
EMAIL:
james@iris-cocreative.com
PHONE:
(+1) 760-937-0227
WEBSITE:
www.iris-cocreative.com

Client:

The Hermitage (Hermitage World)
Dan Ashcraft, President, Board of Directors
EMAIL:
info@hermitageindy.org
PHONE:
+1-317-545-0742

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1. Project Overview

Service Provider (Iris Cocreative, LLC) agrees to provide website redesign, brand design, and development services for Client (Hermitage World), as detailed in the proposal dated January 2026 (“the Proposal”). This Agreement incorporates the Proposal by reference and governs the terms under which services will be provided.

1.1 Designated Points of Contact

While Dan Ashcraft signs this Agreement on behalf of the Client as President of the Board of Directors, the designated points of contact for all project communications, creative decisions, and day-to-day collaboration are:

- Gary Chilluffo, President, Hermitage Charitable Foundation
- Samuel Robinson, Program Director

The designated points of contact have authority to provide feedback, approve deliverables, and make project decisions on behalf of the Client throughout the engagement. The Board President and other Hermitage stakeholders may participate in selected sessions at the Client’s discretion.

1.2 Selected Package

Client has selected Package 3: Comprehensive Sanctuary Creation at \$33,000 as outlined in the Proposal. This is the most comprehensive option for Part One (Branding, Design & Development), including extensive creative ex-

ploration, full copywriting support, additional design refinement, digital marketing foundations, and development time for advanced features.

1.3 Project Scope

Strategy & Creative Visioning:

- 4+ Creative Visioning Sessions
- Sitemap creation and information architecture
- Mood-board facilitation (visual inspiration gathering)
- Visual strategy development
- Brand guideline creation process with potential logo refresh/evolution — Level 3 (complete brand documentation including typographies, colors, logo usage across contexts, mobile and desktop specifications, graphic asset library, image style guidelines, voice and tone guidance, usage examples, and application templates)
- Detailed Creative Brief

Content & Structure:

- 4+ Content & Structure Sessions
- Content facilitation and copywriting — Level 3 (full content collaboration including copywriting for all primary pages)
- Visual storytelling framework
- Extensive pattern and/or visual language exploration
- Content migration planning from existing WordPress site

Design & Visual Development

- 3+ Primary Design Reviews
- 1 Design Sign-off Session
- Complete website design process
 - Up to 12 unique page designs (additional pages can use similar designs)
 - Homepage with animated elements
 - About / History page
 - Programs landing page
 - Individual program pages (Success: Full Living, The Silva Method, Success: Full Relating)
 - Meditation Library page
 - Shop / E-commerce page
 - Events / Calendar page
 - Success Stories page
 - Ways to Give / Donations page
 - Justin AI interaction page
 - Resources / Content Library page
- Up to 18 unique graphic assets (illustrations, icon sets, patterns, artworks)
- Advanced animation creation
- Mobile-responsive layouts for all pages
- Style guide for consistency

Digital Marketing Foundations:

- Email marketing platform setup and configuration
- Welcome sequence strategy and copywriting (3–5 emails)
- Social media profile optimization
- Basic analytics setup (Google Analytics, social tracking)
- Documentation for ongoing marketing activities

Core Development:

- Complete Webflow development (CMS plan required)
- Development of up to 12 unique pages and 12 additional similar pages
- Fully responsive development (mobile version)
- 3–5 CMS customizations (programs, events, meditations, blog posts, products, success stories, etc.)
- E-commerce setup via Webflow and Stripe (physical products, digital products, class registration, donations with recurring options)
- Justin AI integration coordinated with Dr. Kireyev (multiple contextual placements)
- Advanced email marketing integration with tagging and multi-sequence automation
- Recurring donation functionality
- Resource filtering and search
- Calendar integration
- SEO strategy development with comprehensive redirect mapping
- Newsletter template design
- Full content migration from WordPress with editorial cleanup and optimization
- Mobile optimization

Launch & Training:

- Testing across devices and browsers
- 3 recorded training sessions covering platform management
- Comprehensive documentation with troubleshooting guide
- SEO and performance optimization
- Launch to live domain (hermitagworld.org)
- 3 rounds of bug fixes and alterations

Not Included in Part One:

- Online learning platform and course delivery (Part Two scope)
- Membership system with tiers and gated content (Part Two scope)
- Community features and forums (Part Two scope)
- Progress tracking and certification (Part Two scope)
- Mobile app development (future consideration)
- Multilingual support (future consideration)
- n8n workflow automation beyond email marketing (Part Two scope)

1.4 Project Timeline

The project is structured across four primary stages over approximately 19 weeks:

Stage 1: Creative Visionin

(Weeks 1–4)

March 1 – March 28, 2026

- Creative visioning sessions (4+)
- Sitemap creation and information architecture
- Mood-board and visual strategy development
- Brand guidelines creation (Level 3)
- Creative Brief finalization

Stage 2: Content & Structure

(Weeks 3–7)

March 15 – April 18, 2026

- Content and structure sessions (4+)
- Content auditing and migration planning
- Content facilitation and copywriting collaboration
- Visual storytelling framework
- Pattern and visual language exploration

Stage 3: Design & Visual Development

(Weeks 5–13)

April 1 – May 30, 2026

- Design reviews (3+ rounds)
- Page design development (up to 12 unique designs)
- Graphic asset creation (up to 18 assets)
- Advanced animation development
- Responsive layout design
- Design sign-off session

Stage 4: Development & Launch

(Weeks 11–19)

May 12 – July 15, 2026

- Webflow development based on approved designs
- CMS configuration and customization
- E-commerce setup with Stripe integration
- Justin AI integration (coordinated with Dr. Kireyev)
- Email marketing integration
- Content migration from WordPress
- Digital marketing foundations setup
- SEO implementation with redirect mapping
- Testing, training sessions, and launch
- Bug fix rounds

Post-Launch Support

(Weeks 19–23)

July 15 – August 12, 2026

- Final bug fixes and optimization
- Additional training as needed

Note: Stages overlap intentionally to maintain momentum. This parallel approach allows for continuous progress while maintaining quality standards.

Target completion: July 15, 2026

2. Deliverables & Revisions

2.1 Phase Deliverables

Stage 1: Creative Visioning

- Site architecture map and information architecture
- Mood boards and visual strategy documentation
- Brand guidelines (Level 3 — comprehensive)
- Creative Brief

Stage 2: Content & Structure

- Content strategy document
- Content migration plan
- Visual storytelling framework
- Content Support and Advisment
- Pattern/visual language explorations

Stage 3: Design & Visual Development

- Figma design file with up to 12 unique page designs
- Up to 18 unique graphic assets (icons, illustrations, patterns, artworks)
- Advanced animations
- Mobile-responsive layouts
- Style guide document

Stage 4: Development & Launch

- Fully functional, responsive Webflow site
- E-commerce setup (products, digital downloads, classes, donations via Stripe)
- Justin AI integration (multiple contextual placements)
- Email marketing platform setup with welcome sequences
- CMS collections configured (programs, events, meditations, blog, products, success stories)
- Content migrated and editorially cleaned from WordPress
- SEO implementation with comprehensive redirect mapping
- Newsletter template
- Social media profile optimization
- Analytics setup
- 3 recorded training sessions
- Comprehensive documentation
- 3 rounds of bug fixes and alterations

2.2 Revision Rounds

The following revision opportunities are included:

- **Stage 1:** Iterative refinement during creative visioning sessions
- **Stage 2:** Iterative refinement during content and structure sessions
- **Stage 3:** 3+ design review sessions with revisions to design concepts, plus 1 design sign-off session
- **Stage 4:** 2–3+ development review sessions with functional adjustments, plus 1 final sign-off session; 3 rounds of bug fixes and alterations post-launch

Additional rounds of revisions and additional design requests may incur additional costs at the discretion of the Service Provider.

2.3 Approval Process

Client agrees to review deliverables within a maximum of 5 business days of submission and provide consolidated feedback. Service Provider will respond to feedback within a maximum of 5 business days. Delays in Client feedback may extend the project timeline accordingly.

Both parties agree to maintain responsive communication to ensure timeline adherence.

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3. Investment & Payment Terms

3.1 Total Project Investment

\$33,000

3.2 Payment Schedule

Deposit (50%): \$16,500

Due upon signing this Agreement (March 2026)

Design Approval (25%): \$8,250

Due at start of development (May 2026)

Launch (25%): \$8,250

Due at launch (approximately mid-June 2026)

Total: \$33,000

3.3 Payment Method & Details

Our preferred payment method for is via bank transfer. Details will be included in invoices.

All payments are due within 7 days of invoice date unless otherwise specified.

Payments can also be made via Credit Card or PayPal using the interface in the invoice. Fees may apply when paying via Credit Card or PayPal.

Payments can be made via check mailed to:

Iris Cocreative, LLC
121 W. Gorgas Ln
Philadelphia, PA 19119

3.4 Late Payment

Payments not received within 15 days of the due date may incur a late fee of 3% of the outstanding balance. Service Provider reserves the right to pause work until payment is received.

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4. Additional Costs

The project fee does not include:

4.1 Third-Party Services & Subscriptions

- Webflow subscription: ~\$23-29/month (CMS plan required)
- Airtable: Free to start; ~\$20/month when exceeding free tier limits
- Email marketing platform: Varies by provider (ActiveCampaign, Kit, etc.) — typically \$15–50/month
- Whalesync: \$5-79/month (Airtable-Webflow sync, depending on volume)
- Mapbox: Free for up to 50,000 map loads/month, then \$0.50 per 1,000 loads
- n8n: Free to start; ~\$20/month when exceeding 200 executions/month
- Domain registration/renewal: ~\$15/year (if not already owned)
- Justin AI hosting/API costs: As arranged with Dr. Kireyev (outside this agreement)
- Any other third-party services integrated into the website

Client is responsible for these ongoing costs. Service Provider may initially pay for services and bill Client separately, or Client may set up accounts directly and provide access to Service Provider.

Estimated monthly platform costs: \$40–100/month depending on traffic and features

Service Provider may initially pay for services and bill Client separately, or Client may set up accounts directly and provide access to Service Provider.

4.2 Stock Assets

Purchased stock photography, illustrations, fonts, or other licensed assets required for the project will be billed separately at cost plus 10% handling fee. Service Provider will check with Client before purchasing assets on their behalf.

4.3 Scope Changes

Any additions or changes to the project scope beyond what is outlined in Section 1.2 will be quoted separately and require Client approval before proceeding.

5. Client Responsibilities

5.1 Materials & Content

Client agrees to provide:

- Existing brand assets (logos, fonts, guidelines, etc.)
- Access to existing WordPress site and hosting for content migration
- Written content and copy for website pages (with Service Provider providing full copywriting collaboration per Package 3)
- Photography and video content (existing or coordination with content creators)
- Product information for shop (CDs, digital downloads, books, classes, pricing)
- Meditation recordings and program materials
- Success stories and testimonials
- Event and calendar information
- Timely feedback on deliverables as outlined in Section 2.3
- Access to existing domains (hermitageindy.org, hermitagworld.org), hosting, and relevant accounts
- Access to existing Constant Contact account and email list
- Coordination with Dr. Kireyev regarding Justin AI integration
- Any required business information, legal documents, or compliance materials

5.2 Timely Response

Client and Service Provider understand that timely provision of materials and feedback is essential to maintaining the project timeline. Delays in Client response may extend the project timeline and, if excessive, may result in additional costs at \$100/hour for extended project management.

5.3 Decision-Making Authority

Client confirms that the designated points of contact (Gary Chilluffo and Samuel Robinson) have authority to approve deliverables and make decisions on behalf of the Client throughout the project. The contract signatory (Dan Ashcraft) or other stakeholders may be consulted at the Client's discretion, but this shall not delay the approval process outlined in Section 2.3.

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6. Timeline & Project Management

6.1 Project Duration

The estimated project duration is approximately 19 weeks from the start date (March 1, 2026) with a target completion of July 15, 2026. Service Provider will make commercially reasonable efforts to complete the project within this timeframe.

6.2 Timeline Importance

Both parties acknowledge the importance of completing the project in a timely manner. Service Provider commits to working diligently toward the agreed timeline, and Client commits to providing timely feedback and materials to support this timeline.

6.3 Timeline Flexibility

Both parties acknowledge that creative work is inherently unpredictable and that timelines may need adjustment. Should either party require changes to the timeline:

- Notice will be provided as early as possible
- Both parties agree to discuss adjustments in good faith
- New timelines will be documented in writing
- The project completion date may be extended by mutual agreement

6.4 Scope Changes and Timeline Impact

As stated in the proposal email: "The timeline is realistic but tight. Starting in December and launching in May gives us good runway, but it assumes we're both responsive and decisions don't stall for weeks at a time. Scope changes affect timing. If we discover mid-project that you need additional features or significant pivots, we'll need to either adjust the launch date or discuss additional investment."

6.5 Beta Testing Requirement

The 6+ weeks of beta testing built into this timeline (Phase 5) is essential. This ensures a smooth launch. Cutting this phase short to add features would compromise launch quality.

6.6 Delays

If Client delays in providing necessary materials, feedback, or approvals beyond 10 business days, Service Provider reserves the right to:

- Extend the project timeline accordingly
- Bill for additional project management time at \$100/hour if delays are excessive
- Pause work until materials are received

If Service Provider causes significant delays without reasonable cause, Client may request a timeline extension without additional cost.

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7. Intellectual Property Rights

7.1 Client-Owned Work Product

Upon receipt of full payment, Client owns all rights to custom creative work created specifically for this project, including:

- Custom graphic designs and visual assets
- Logo treatments and brand identity elements
- Custom icons and illustrations
- Brand guidelines and documentation
- Photography art direction and commissioned photography
- Website content and copy created by Service Provider

Client may use, modify, reproduce, and distribute these materials without restriction.

7.2 Service Provider Reusable Assets

Service Provider retains ownership of:

- Custom membership solution and underlying architecture
- Reusable design system components
- Template structures and frameworks
- Custom code libraries and snippets (including n8n workflows, custom scripts, integrations)
- Development methodologies and processes
- Any pre-existing intellectual property incorporated into the project

License Grant: Client receives a perpetual, non-exclusive, worldwide license to use these reusable assets as part of their website and brand materials. Client may not:

- Resell or redistribute these assets as standalone products
- License these assets to third parties
- Claim ownership of the underlying systems or code
- Extract and reuse the systems for other projects

7.3 Third-Party Assets

Third-party assets (stock photos, fonts, plugins, Webflow templates, Mapbox, Airtable, Stripe, etc.) remain the property of their respective owners and are subject to their licensing terms. Service Provider will inform Client of any licensing restrictions.

7.4 Portfolio Rights

Service Provider reserves the right to display the completed work in portfolios, case studies, and promotional materials unless Client requests confidentiality in writing. Client may request that certain elements remain confidential for a specified period.

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8. Confidentiality

Both parties agree to maintain confidentiality of any proprietary or sensitive information shared during the project, including business strategies, unpublished content, financial information, and private communications. This obligation survives the completion or termination of this Agreement.

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9. Termination

9.1 Termination by Either Party

Either party may terminate this Agreement with written notice. Upon termination:

Client Obligations:

- Client is responsible for payment of all work completed to date
- Payment will be calculated based on:
 - Completed phases per the payment schedule
 - Reasonable hourly charges (\$130/hour) for work in progress
 - Any third-party costs already incurred

Service Provider Obligations:

- Service Provider will deliver all completed work and work-in-progress files within 14 days
- Any advance payments for uncompleted work will be refunded on a pro-rata basis

9.2 Termination for Cause

Either party may terminate immediately if the other party:

- Materially breaches this Agreement and fails to cure within 14 days of written notice
- Becomes insolvent or files for bankruptcy
- Engages in illegal or unethical conduct related to the project

9.3 Effects of Termination

Upon termination, Sections 7 (Intellectual Property Rights), 8 (Confidentiality), 10 (Warranties & Liability), and 12 (General Terms) survive and remain in effect.

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10. Warranties, Disclaimers & Liability

10.1 Service Provider Warranties

Service Provider warrants that:

- Services will be performed in a professional and workmanlike manner
- Work product will be original or properly licensed
- Service Provider has the right to enter into this Agreement and provide the services
- Deliverables will be free from material defects for 30 days post-launch

10.2 Client Warranties

Client warrants that:

- All materials provided to Service Provider are owned by Client or properly licensed
- Client has authority to enter into this Agreement
- Use of Client-provided materials will not infringe third-party rights

10.3 Third-Party Services Disclaimer

Service Provider makes no warranties regarding third-party services, platforms, or tools including:

- Webflow hosting and CMS functionality
- Domain registrars and DNS services
- Third-party plugins, integrations, or APIs
- Stock asset licensing and availability

Client acknowledges these services are subject to their providers' terms, pricing, and availability. Service Provider is not responsible for:

- Third-party service outages or disruptions
- Changes to third-party pricing or terms
- Third-party service limitations or restrictions
- Data security or privacy practices of third-party services

10.4 GDPR, CCPA & Data Privacy Disclaimer

Client Responsibility: Client acknowledges that as the website owner and data controller, Client is ultimately responsible for compliance with the General Data Protection Regulation (GDPR), California Consumer Privacy Act (CCPA), ePrivacy Directive, and other applicable data protection laws.

Service Provider's Role: Service Provider will implement reasonable technical measures to support compliance, including:

- Implementing cookie consent mechanisms where requested
- Creating privacy policy and legal pages as designed
- Configuring third-party tools according to best practices
- Providing guidance on data collection practices

Limitations: Service Provider does not provide legal advice and cannot guarantee GDPR or CCPA compliance. Client is responsible for:

- Consulting with qualified legal counsel regarding GDPR obligations
- Ensuring all website content complies with applicable laws
- Reviewing and accepting third-party service privacy policies
- Implementing required legal processes (data subject requests, breach notifications, etc.)
- Maintaining ongoing compliance after website launch

Third-Party Tools: Webflow, Airtable, and other integrated services have their own data processing agreements and privacy policies. Client must review these independently.

10.5 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SERVICE PROVIDER'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CLIENT UNDER THIS AGREEMENT.

Service Provider shall not be liable for:

- Indirect, incidental, special, consequential, or punitive damages
- Lost profits, revenue, or business opportunities
- Data loss or corruption (Client is responsible for backups)
- Third-party claims related to Client-provided content
- Damages arising from Client's misuse of deliverables
- Issues arising from modifications made by Client or third parties after delivery

10.6 Mutual Indemnification

Each party agrees to indemnify and hold harmless the other party from claims arising from:

- Breach of warranties in this Agreement
- Violation of applicable laws
- Infringement of third-party intellectual property rights (for materials each party provides)

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11. Dispute Resolution

11.1 Governing Law

This Agreement shall be governed by the laws of the State of Pennsylvania, United States, without regard to conflicts of law principles.

11.2 Negotiation & Mediation

In the event of any dispute, both parties agree to first attempt resolution through good-faith negotiation. If negotiation fails, parties agree to attempt mediation before pursuing litigation. In the event of any disagreement or dispute, both parties agree to first attempt to resolve the matter through direct communication and good-faith mediation between themselves. The Client waives any right to sue, file legal claims, or bring any charges against the Service Provider. If no resolution can be reached, both parties agree to terminate the contract and handle payment as outlined in Section 9.

11.3 Language

This Agreement is executed in English. Any translation is for convenience only, and the English version shall prevail in case of conflict.

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12. General Terms

12.1 Independent Contractor

Service Provider is an independent contractor, not an employee of Client. Service Provider is responsible for all taxes, insurance, and benefits related to compensation under this Agreement.

12.2 Entire Agreement

This Agreement, together with the incorporated Proposal, constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations, and agreements. This Agreement may only be modified in writing signed by both parties.

12.3 Assignment

Neither party may assign this Agreement without the other party's written consent, except that Service Provider may engage subcontractors to perform services under this Agreement.

12.4 Severability

If any provision of this Agreement is found to be unenforceable, the remaining provisions shall remain in full effect.

12.5 Waiver

Failure to enforce any provision of this Agreement does not waive the right to enforce it later.

12.6 Force Majeure

Neither party shall be liable for delays or failures in performance resulting from circumstances beyond their reasonable control, including natural disasters, acts of government, pandemics, or infrastructure failures.

12.7 Notices

All notices under this Agreement shall be in writing and sent via email to the addresses listed in the Parties section, with confirmation of receipt.

Appendix A: Part Two — Learning & Membership Platform (Future Scope)

Both parties acknowledge that this Agreement covers Part One: Branding, Design & Development of the Hermitage World website. The Proposal also outlines a Part Two: Learning & Membership Platform which is not included in this Agreement.

Part Two encompasses:

- Online course delivery and progress tracking
- Membership tiers (free, subscriber, premium) with gated content
- Community features and discussion forums
- Communication automations
- Certification capabilities
- Deeper Justin AI integration within learning paths

Part Two will be scoped, quoted, and contracted separately. It may begin during the latter stages of Part One or after the website launches, as mutually agreed. Part One is designed to establish the technical foundation that Part Two will build upon.

Both parties acknowledge and agree to these expectations