



FRESH CREATIVE  
communications + design

OUR FACILITY

CONTACT INFORMATION

Fresh Creative
16 First Street Southeast, Fort Walton Beach, FL 32548
Phone 850.244.5549 | Fax 850.244.2864 | www.visitfreshcreative.com

AN OPEN INVITATION TO VISIT

We have an open door policy. We encourage our clients to stop by our office during regular hours, 8:30 am to 5:30 pm CST, even if we don't have a meeting arranged.

LOCATION

Fresh Creative is located in the historic district of Fort Walton Beach. The building is a wheat colored "cracker shack" trimmed in white, with a red front door. Originally a home, it is the only cottage-style building in the commercial district of First Street. Enter the property using the gravel drive to the right of the building.

PHONE SYSTEM

For access to an outside line at Fresh Creative, press line 1, 2 or 3 on the bottom right hand corner of the phone and then dial your number.

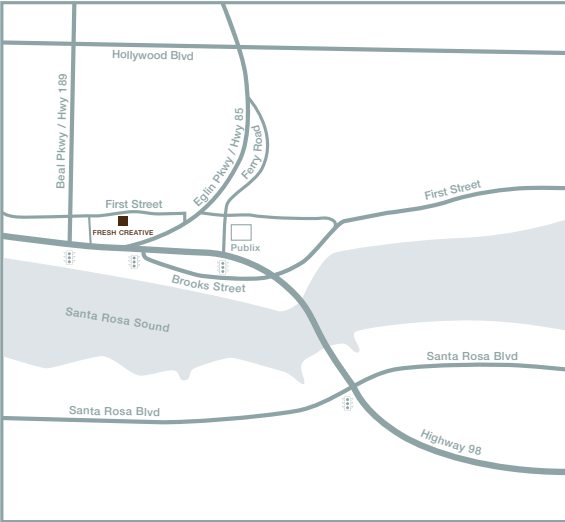
CLIENT WORK AREA

A designated client work area is provided and includes wireless internet access, a phone and printer. Other office equipment is available if needed.

PARKING

Guest parking is located in the driveway just past the small porch on the side of the building. The front entrance is through the red door on the porch. In case of inclement weather, you'll find covered parking and a rear entrance behind the building.

MAP & DIRECTIONS



From Pensacola Regional Airport [approximately 45 miles]
Travel east on Highway 98 until you reach the intersection of Highway 98 and Beal Parkway [Hwy 189 North] in Fort Walton Beach. Turn left onto Beal Parkway. Take the first right onto First Street. Our office is on the right side of First Street.

From Panama City Beach Regional Airport [approximately 63 miles]
Travel west on Highway 98, through Destin and across Okaloosa Island. After crossing Brooks Bridge into Fort Walton Beach you will reach the intersection of Highway 98 and Beal Parkway [Hwy 189 North]. Turn right onto Beal Parkway. Take the first right onto First Street. Our office is on the right side of First Street.

From Okaloosa Regional Airport [approximately 10 miles]
Exit left from the airport onto Highway 85 South [Eglin Parkway]. Continue south on Highway 85 [Eglin Parkway] until you reach the intersection of Highway 85 and First Street. Turn right, then take the first right. Turn left at the stop sign. Our office is on the left side of First Street.

LODGING

There is a wide variety of hotels to choose from within close distance of our office. Nearby accommodations include:

**Four Points by Sheraton**

Phone  
850.243.8116  
Address  
1325 Miracle Strip Pkwy  
Fort Walton Beach, FL 32548  
Amenities  
Room Service, Beach Access,  
Business Services, Heated Outdoor  
Pool, Fitness Center

**Holiday Inn SunSpree Resort**

Phone  
850.244.8686  
Address  
573 Santa Rosa Blvd  
Fort Walton Beach, FL 32548  
Amenities  
Room Service, Beach Access,  
Business Services, Fitness Center

**Hampton Inn**

Phone  
850.301.0906  
Address  
1112 Santa Rosa Blvd  
Fort Walton Beach, FL 32548  
Amenities  
Room Service, Beach Access,  
Business Services, Continental  
Breakfast, Complementary Wireless  
High-Speed Internet Access

**Ramada Plaza Beach Resort**

Phone  
850.243.9161  
Address  
1500 Miracle Strip Pkwy  
Fort Walton Beach, FL 32548  
Amenities  
Room Service, Beach Access,  
Business Services, Heated Outdoor  
Pool, Fitness Center

**Aunt Martha's Bed and Breakfast**

Phone  
850.243.6702  
Address  
315 Shell Avenue SE  
Fort Walton Beach, FL 32548  
Amenities  
Complementary Breakfast

For more visitors' information, contact the Emerald Coast Convention and Visitors Bureau at [www.destin-fwb.com](http://www.destin-fwb.com).

RESTAURANTS

**Magnolia Grill**  
Phone  
850.302.0266  
Address  
157 Brooks St  
Fort Walton Beach, FL 32548  
Lunch  
\$8-10  
Dinner  
\$11-24

**Angler's Beachside Grill**  
Phone  
850.796.0260  
Address  
1030 Miracle Strip Pkwy  
Fort Walton Beach, FL 32548  
Lunch  
\$10-12  
Dinner  
\$12-25

**Bay Cafe**  
Phone  
850.244.3550  
Address  
233 SE Alconese Ave  
Fort Walton Beach, FL 32548  
Lunch  
\$9-16  
Dinner  
\$16-32

**Mulhollows Bistro 215**  
Phone  
850.796.3663  
Address  
215 SE Miracle Strip Pkwy  
Fort Walton Beach, FL 32548  
Lunch  
\$8-12  
Dinner  
\$18-30

**Big City American Bistro**  
Phone  
850.664.0664  
Address  
171 SE Brooks Street  
Fort Walton Beach, FL 32548  
Lunch  
\$8-12  
Dinner  
\$10-20

**Olive Garden**  
Phone  
850.244.1667  
Address  
216 Miracle Strip Pkwy  
Fort Walton Beach, FL 32548  
Lunch  
\$8-12  
Dinner  
\$10-16

## OUR PERSPECTIVE

### WHO WE ARE

Fresh Creative is a communications and design firm that specializes in real estate development and hospitality properties. We use strategic process and experience to develop comprehensive solutions that create distinctive impressions.

At Fresh Creative, we strive to offer more than just a collection of marketing services. We're committed to acting as a trusted guide – fostering an open, collaborative environment where you feel truly served. For more than eight years, real estate development and hospitality properties have been our special areas of expertise, which means you can feel confident that while we are addressing your marketing objectives, we are also building each and every solution on a wealth of proven experience.

### HOW WE WORK

When you ask us to describe what we do, it's easy to simply list our branding, design, media and public relations capabilities. However, stating these tangible attributes barely scratches the surface of how the magic really happens. Our "ground level" approach – an extension of our mission to continue to learn and grow for the betterment of ourselves and others – is built upon the principle of leveraging both our clients' and our own in-depth understanding of the real estate and hospitality industries. It's this open flow of information that creates the ideal environment for sharing valuable ideas and uncovering effective solutions.

### WHO WE WORK WITH

We take the process of bringing on new clients very seriously and feel the best client relationships are formed when:

- We work with clients that have worked with a professional agency before
- Clients are open with their budgets and expectations
- Everyone involved is courteous with schedules and timing
- Clients respect our expertise and opinions
- A trusting relationship is possible
- Clients are comfortable with us making a fair profit



## OUR WORKING RELATIONSHIP

### CONFIDENTIALITY

During the course of providing our services we may acquire knowledge regarding your business that may not be accessible or known to the general public. We value this knowledge and it will not be shared with anyone.

### STANDARDS

Responsiveness is important to us; we will return all phone calls and emails in a timely manner. We also understand that deadlines are inherent in this business; we will do everything possible to meet and/or exceed any deadlines you are working within.

### AGENCY AGREEMENT

Included is an example of our Agency Working Agreement. This agreement, or one similar, must be signed before work begins for any client.

### PROPOSALS AND PROJECT ESTIMATES

Included are samples of a proposal and a project estimate. Proposals are generated to outline the planned scope of work and budget requirements associated with broad assignments; estimates are generated for specific projects and include quoted fees and expenses. We require a signed proposal or estimate before beginning work on an assignment or project.

### CHANGE ORDER

Included is an example of a change order. Any requests that stray outside the parameters originally agreed to in the estimate will be listed on the change order along with new costs associated with the changes.

### APPROVAL POLICY

We need written approval for project estimates either in person, by email or by fax before work begins [or work resumes, in the case of a change order] on a project.

### PERIODIC QUALITY CHECKS

We will check in with you once a quarter for an informal quality check or more frequently if you so choose. An annual agency survey, consisting of a questionnaire and any necessary follow-up discussion will be performed by your agency contact, with the input and supervision of an agency principle.

### CREATIVE BRIEF

A discovery meeting will be held before initial work begins for any new client or project. A creative brief will be developed after this discovery meeting and submitted for client approval.

OUR WORKING RELATIONSHIP

**VENDOR RELATIONS**

We have a highly-developed network of proven associates to turn to when a project requires work that is outside of our immediate range of services. We work closely with these associates to ensure the product or service they deliver meets our high standards and our clients' needs.

**MEETINGS**

Because time is very valuable, our goal is to keep meeting time to a minimum. Before we meet with you, we will send an agenda. We pledge to start and end meetings in a timely manner and will follow-up within 24 hours with a post-meeting summary.

**CLIENT FILE TO ORIENT EMPLOYEES**

Every client has an active orientation file at our office. All new employees are thoroughly briefed on current clients and projects at the beginning of their employment with us.

THE TEAM



RANDY O'CONNOR | *President*

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An expert in the mechanics, ethics and art of business, Randy has been helping businesses prosper for over 35 years. Although he is rarely involved in the agency's creative product, he's driven by the belief that it's our business to help your business prosper. He's the one with his eye on your bottom line as well as ours! He's also the one you see changing the light bulbs periodically. When he's not minding the shop, Randy shares his business acumen volunteering with non-profit organizations. He also enjoys great meals, the occasional peaceful day of boating and periodic road trips. *Email: randy@visitfreshcreative.com*



JUDY RICKS | *Creative Director*

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Judy is a rare breed and a Fort Walton Beach native. She has been honing her craft here for over 25 years with a few years in Colorado for good measure. She is degreed in graphic design and has a strong background in architecture and three-dimensional design. Her creative direction has garnered hundreds of awards for our clients, and while awards are nice, solving problems and producing results through visual impact and clear communication is Judy's true focus. She's passionate about details without getting bogged down in them. She's also passionate about riding her Harley, timeless design and the well-written word. Not yet a true cat lady, Judy shares her home with four feline friends. *Email: judy@visitfreshcreative.com*



SAM BERENS | *Resourcer*

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Sam's responsibility is to keep everyone on task, and all tasks on time and on budget. We consider her the agency's "control tower." Unlike air traffic controllers though, she doesn't let us – or our clients – down. In addition to cracking the whip and making sure everything runs smoothly, Sam contributes significantly to crafting the strategic direction of client accounts with leadership and expertise in marketing strategy, media planning and negotiating, integrated branding programs and the creative process. Outside of the office, Sam lends her talents to the American Cancer Society's cause. Her pride and joy is her Bichon Frise, Nerdles. She's also a confessed shop-aholic, and darn good at it too! *Email: sam@visitfreshcreative.com*



TRACEY THOMAS | *Graphic Designer*

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To know Tracey is to know her appreciation for graphic design; to see her work is to see her talent in the art. She's a consummate professional with a holistic, refined approach to design. Her visuals clearly communicate her understanding of the impact design can have. While in school, Tracey was accepted to be a part of a prestigious on-campus design service and was awarded "Best Undergraduate in Graphic Design" at the annual college art show her senior year. We snatched her up shortly after she graduated. When she's not cooking up great design, she's cooking up great meals. She loves to entertain, shop, practice pilates and soak up our beautiful beaches. Her dogs, Charlie and Lady help her foster to less fortunate doggies. *Email: [tracey@visitfreshcreative.com](mailto:tracey@visitfreshcreative.com)*



BRITT WALKER | *Marketing Assistant*

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As far as assistants go, Britt is far more than qualified than most. She's a strategic thinker and multi-tasker armed with impressive credentials. Her early fascination with advertising led Britt to complete internships with several agencies in Hamburg and Cologne before, in the classic German way, she obtained her MBA from University of Bielefeld. She also earned an Associate's degree in Marketing Management while studying state-side, escaping each summer to Northwest Florida's beautiful beaches – an area that she's known since first visiting with her family in 1979. Even though she occasionally misses Germany, she loves living on the coast with her American husband and two young children. *Email: [britt@visitfreshcreative.com](mailto:britt@visitfreshcreative.com)*

## OUR ACCOUNTING

### CREDIT

We perform credit checks on all new clients. Periodically, credit checks will be performed on existing clients. We also might ask for a trade reference and/or for you to fill out a credit application.

### BILLING METHODS

For projects totaling over \$20,000, one-half of the project total will be billed upon receipt of approved estimate; the remaining half will be billed upon completion of the project. For projects totaling over \$20,000, an initial deposit equaling 10% of the project estimate will be pre-billed upon receipt of approved estimate; remaining charges will be billed monthly, as they occur. In both cases, agency fees will be billed as estimated and outside costs will be reconciled.

### PAYMENT TERMS

All invoices are due net 10 days. A service charge of 1 1/2% will be added to all balances not paid within 30 days. Charging interest to past-due accounts does not indicate that the agency has agreed to extend terms. Payment must remain current for us to proceed with any further assignments and/or media placements.

### STATEMENTS

Statements will be issued monthly.

### MARKUPS

Outside services will be billed at Agency cost plus 25% [20% of gross]. These include any range of services required by a specific project such as, but not limited to, computer scans, image setting, color separations, printing, filming, recording or photography.

### MEDIA COMMISSIONS

Media commissions earned for the placement of media on the Client's behalf will be retained by the Agency. All non-commissionable media placed on the Client's behalf will be billed at Agency cost plus 17.65% [15% of gross].

### PRICING

All work is priced on a project-by-project basis. All projects will be estimated in advance. An hourly charge will apply if work strays beyond the original parameters of the estimate.

### TAXING

Current law requires that all finished services be taxed.

### HANDLING DISPUTES

We prefer to resolve disputes in person and with a one-on-one meeting. If a dispute arises, please call your agency contact immediately. Your dispute will be directed to and handled by the President of the Agency.



SAMPLES





## PROPOSAL OF SERVICES

CLIENT:

DATE:

ASSIGNMENT:

### PROPOSED SERVICES

The scope of work for a broad assignment is described here. It generally does not include final specifications, but may include a list of specific projects that may occur within the overall assignment. Once agreed upon, specific projects will be specified and estimated.

### PROPOSED TIMELINE

The timeline presented here will generally include only milestone points for a broad assignments. Once work begins, a more detailed timeline may be presented.

### PROPOSED BUDGET

This will generally be a lump sum reflecting the overall budget for a broad assignment. Specific costs will be broken out as the assignment takes shape.

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Client Approval

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Date

This proposal is valid for 20 days and includes one round of revisions. One-half of proposed budget is due upon start of project and one-half is due upon completion of project. All media costs are due upon placement. Prices may vary by 15%. This proposal is invalid if client specifications change and does not include shipping.



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WORKING AGREEMENT

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## CLIENT/AGENCY AGREEMENT

Acceptance of this agreement confirms that the Client appoints and employs the Agency to provide advertising, design, marketing and/or public relations services as contracted by the Client. The Agency will serve as agent and counselor, and will act on the Client's behalf in the performance of these services.

## AGENCY SERVICES

In order to provide the best possible service to each client, the Agency offers the following service options. Under either option the Agency will provide the professional execution of all services contracted by the Client. The Agency will also study, analyze and generally be knowledgeable about the Client's products/services, goals and needs, and will develop effective solutions to meet the marketing needs and budgetary limitations of the Client.

## OUTSIDE SERVICES

The Agency will contract only the most suitable vendors at the best available price to perform outside services. The agency will make timely payments to all persons or firms supplying goods or services contracted by the Agency on the Client's behalf. Accurate records are maintained for all remittances made by the Agency for the Client's account.

All outside services contracted by the Agency on the Client's behalf are strictly supervised to assure the services are professionally executed and to market standards. The Client will honor the decision of the Agency regarding the acceptability of the quality of outside services performed.

The Agency shall contract all outside services for the Client. Vendors and suppliers used by the Agency are proprietary to the Agency. The Agency does not divulge its sources.

## METHOD OF PRICING

All projects are estimated in advance. Estimates are considered quotes with the understanding that the prices are only valid for 20 days from the date of the estimate, and may vary by up to but not in excess of 15%. Estimates are based on the anticipated time and outside service costs for a project. Reimbursable expenses are not included in estimates. Any changes or additional services or materials requested after an estimate is accepted will be billed in addition to the original amount estimated. A change order and/or a new estimate will be submitted for approval before work begins or resumes.

Outside services will be billed at Agency cost plus 25% (20% of gross). These include any range of services required by a specific project such as, but not limited to, computer scans, image setting, color separations, printing, filming, recording or photography.

Reimbursable expenses incurred on the Client's behalf are billed at net cost. These charges include, but are not limited to, long distance telephone, facsimile, and telex charges, travel, photocopies, postage, delivery, freight and sales and/or use tax.

Media commissions earned for placement of media on the Client's behalf are retained by the Agency. All non-commissionable media placed on the Client's behalf are billed at Agency cost plus 17.65% (15% of gross).

## BILLING/PAYMENT

The Agency is compensated for all services rendered on behalf of the Client. The Agency does not perform services speculatively. The Agency will not be required, nor do they agree, to finance any projects or advertising programs for the Client. For projects totaling over \$20,000, one-half of the project total will be billed upon receipt of approved estimate; the remaining half will be billed upon completion of the project.

For projects totaling over \$20,000, an initial deposit equaling 10% of the project estimate will be pre-billed upon receipt of approved estimate; remaining charges will be billed monthly, as they occur. In both cases, agency fees will be billed as estimated and outside costs will be reconciled.

All media expenditures are billed at placement. The Agency supports its media billings with placement orders and media invoices. Media affidavits are available upon request. Any cash discounts offered for early payment of media invoices will be returned to the Client provided the Client's payment arrives within the time stated by the media vendor.

All invoices are due and payable 10 days after receipt. Unpaid balances will accrue interest at a rate of 18% from their original due date. Charging interest to past-due accounts does not indicate that the Agency has agreed to extend terms. Payment must remain current for the Agency to proceed with any further assignments and/or media placements.

Should the need arise to cancel a project at any time prior to completion, the Client will pay all charges incurred for time, services, materials and commitments made on the Client's behalf to the point of cancellation.

Completed projects are invoiced as described in each Service Option. The Client will pay all approved invoices submitted by the Agency on or before the due dates specified thereon.

Should the Agency retain attorneys or collection services to recover outstanding invoices, the client will pay all costs, as well as the invoice amount and interest charges due.

In the event that the Agency sustains a loss as a result of claim, suit or proceeding against the Agency as a result of the publication, broadcast or reproduction of material which the Client approved of and authorized the Agency to produce for the Client, the Client will indemnify the Agency for any such loss.

#### **CLIENT RESPONSIBILITY**

It is the Client's responsibility to proof all materials created by the Agency to ensure that the content of the material is correct, that it is suitable for the intended use, and it is within proper copyright and other restrictions. The Agency will provide the Client with proofs through the course of each project and will provide a final proof for signed Client approval prior to final production. The Agency's liability is limited to correction of typographical and other errors if such errors are brought to the Agency's attention during a timely proofreading. Once all requested corrections have been made by the Agency and final approval is given by the Client, the Client assumes liability for any errors in completed work. The Client must have the legal right to reproduce any materials submitted to the Agency for use in work contracted by the Client. The Client will assume full legal and financial responsibility for any copyright suit or action resulting from Agency usage of materials supplied for reproduction. The current minimum penalty for copyright violation can be \$10,000 per copy.

If the Client assumes responsibility for the supervision of outside services, the Agency is not liable to the Client for any unsatisfactory results. If the Client assumes responsibility for the final production of work created by the Agency, the Client will provide the Agency with samples of the completed work.

#### **RIGHTS/OWNERSHIP**

Any usage rights not exclusively transferred are reserved by the Agency. Usage beyond that granted to the Client shall require payment of an additional usage fee subject to the current guidelines of the Graphic Artists Guild. Unless transferred in writing, the copyright shall remain property of the Agency.

Preliminary ideas and/or materials created by the Agency in the course of developing a project remain the property of the Agency. Use or development of such ideas or materials by persons or firms other than the Agency is prohibited. The fee for unauthorized use is \$10,000.

The Agency retains ownership of all original materials, whether preliminary or final. The Client shall return any such materials released for review or use within 30 days. In the event of damage or loss, the Client shall pay the Agency twice the contract price for said materials.

**ACCEPTANCE OF TERMS**

All services and materials that the Agency is contracted to provide for the Client are subject to the provisions in this agreement. Acceptance of this agreement signifies that the Client will honor the terms stipulated herein. Any modifications to this agreement must be in writing and agreed to by both the Client and the Agency.

The Client or the Agency, upon receipt of 30 days written notice, may cancel this agreement. Any outstanding invoices for services performed and/or expenses incurred at the time of cancellation are billed to the Client.

This agreement is governed by the laws of the state of Florida. Venue of any action arising out of controversy shall be in Okaloosa County, Florida, USA.

The Client Representative executing this agreement represents and warrants that he/she is duly authorized to execute this agreement on behalf of the Client.

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Client

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Client Representative

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Title

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Agency Representative

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Date



PROJECT ESTIMATE

CLIENT:

DATE:

PROJECT:

DESCRIPTION: The scope of work for a project is described here and includes final specifications where known and applicable. Estimated agency fees and expenses reflect the cost of agency services and expenses for outside services. Outside services include any range of services required by a specific project such as, but not limited to, computer scans, image setting, color separations, printing, filming, recording or photography. In some cases, as shown here, the outside service costs are broken out.

Estimates are considered quotes with the understanding that the prices are only valid for 20 days from the date of the estimate, and may vary by up to but not in excess of 15%. Any changes or additional services or materials requested after an estimate is accepted will be billed in addition to the original amount estimated. A change order will be submitted for approval before work begins or resumes.

AGENCY FEES & EXPENSES:	\$0,000		
QUANTITY:	5,000	10,000	20,000
PRINTING COST:	\$0,000	\$0,000	\$0,000

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Client Approval

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Date

This estimate is valid for 20 days and includes one round of revisions. One-half of estimated amount is due upon approval and the remaining one-half is due upon delivery. Prices may vary by 15%. This estimate is invalid if client specifications change. Does not include shipping.



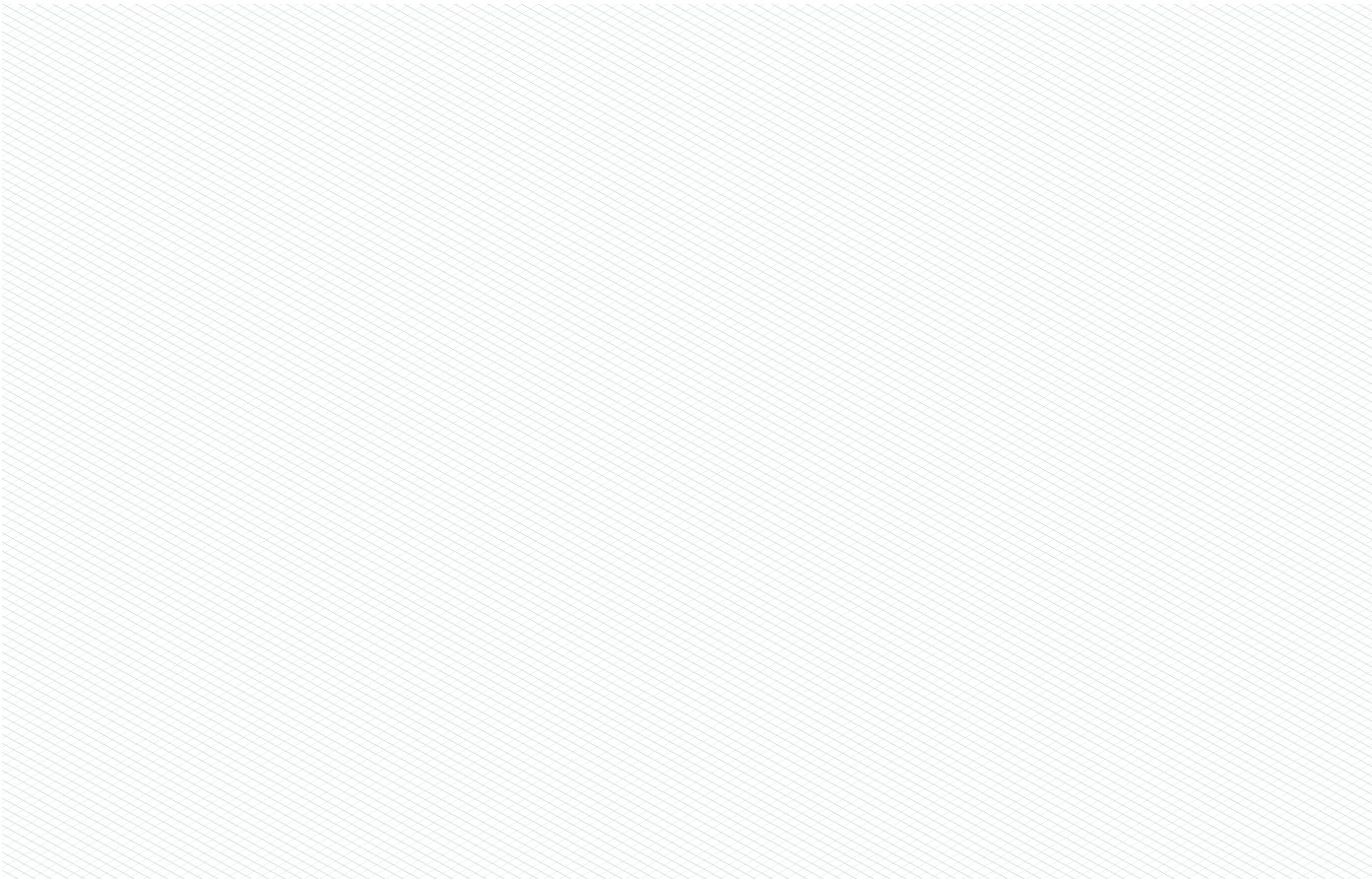
CHANGE ORDER

CLIENT \_\_\_\_\_ DATE \_\_\_\_\_

PROJECT \_\_\_\_\_

This is a record of changes made in the specifications from those which our estimate was based. Where possible, the effect of those changes on the estimated price and/or expected date of delivery is shown. This is not an invoice but rather a reminder of changes made in the scope of work. There may be additional charges or credits at the time of invoicing, not reflected by this or any other changes order.

CHANGES:



16 first street southeast | fort walton beach florida 32548 | phone 850.244.5549 | fax 850.244.2864 | [visitfreshcreative.com](http://visitfreshcreative.com)

