



☎ 061 401 2952
✉ shuhari.agency@gmail.com

To : Applicant

Welcome to Shuhari Agency

Graphic Designer Agreement Contract

This Agreement* ("Agreement") is made between *Shuhari Agency* and the Talent ("Graphic Designer"). Shuhari Agency and the Graphic Designer are collectively referred to as the "Parties."

1. Role and Responsibilities

The Graphic Designer agrees to provide high-quality graphic design services for various projects as required by clients secured through Shuhari Agency. The responsibilities include:

- Creating designs that align with the creative vision of the project as outlined by Shuhari Agency or its clients.
- Collaborating with the agency and clients to make revisions and adjustments as required.
- Delivering final designs within the agreed-upon deadlines and formats.

2. Agency Fee

Shuhari Agency charges a 20% finder's fee on top of the Graphic Designer's service fee. This fee covers the agency's client acquisition, communication management, and administrative duties.

3. Payment Terms

- The Graphic Designer will receive 100% of the service fee agreed upon for each project.
- Shuhari Agency will charge the client an additional 20% on top of the Graphic Designer's fee.
- Example: If the Graphic Designer charges R4,000, the total client fee will be R4,800, with R4,000 going to the designer and R800 retained by Shuhari Agency.

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4. Design Usage and Intellectual Property

- The Graphic Designer agrees that all final designs produced during the project will only be shared publicly after the client has posted the work or after receiving explicit written permission from Shuhari Agency.
- All design files (source files, drafts, final images) remain the intellectual property of the client upon project completion and full payment, unless otherwise agreed.
- The Graphic Designer is prohibited from using or distributing project-related designs for personal or professional purposes without express written consent from the client or Shuhari Agency.

5. Ownership of Equipment and Software

The Graphic Designer is responsible for providing and maintaining all necessary equipment, software, and tools required for completing design work.

- Shuhari Agency is not responsible for any malfunction, damage, or costs associated with the Graphic Designer's equipment or software.
- The Graphic Designer assumes all risk and responsibility for ensuring their tools and software are capable of producing professional-grade work.

6. Liability and Indemnification

The Graphic Designer acknowledges that Shuhari Agency acts solely as an intermediary connecting the Graphic Designer with clients and managing communications.

- Shuhari Agency shall not be liable for any issues arising from the Graphic Designer's work, including but not limited to breach of contract with the client, failure to deliver on deadlines, or intellectual property disputes.
- The Graphic Designer agrees to indemnify and hold harmless Shuhari Agency, its officers, employees, and agents from any claims, liabilities, or damages that arise from the designer's actions or omissions during the course of the project.

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7. Deadlines and Timely Delivery

The Graphic Designer agrees to meet all deadlines as specified by Shuhari Agency and the client.

- Any expected delays must be communicated to Shuhari Agency in advance. Failure to meet deadlines consistently may result in project reassignment and impact future opportunities with Shuhari Agency.

8. Portfolio and Bio Submission

The Graphic Designer agrees to provide a professional bio and portfolio for listing on the Shuhari Agency website. This will showcase the designer's skills and experience to potential clients.

- The bio should include a summary of skills, experience, and design specializations.
- The portfolio should reflect the Graphic Designer's best work, demonstrating a range of styles and projects to attract a variety of clients.

9. Quality Assurance

Shuhari Agency reserves the right to review and assess the quality of the Graphic Designer's work on an ongoing basis. The Graphic Designer is expected to maintain high standards of design quality and professionalism throughout each project.

- Client feedback will be taken into account, and failure to meet quality expectations may affect future assignments.

10. Confidentiality and Non-Disclosure

The Graphic Designer agrees to keep all project-related materials confidential. Any drafts, design files, or client communications are considered sensitive information and should not be shared without permission.

- Upon project completion, all design files and materials should be handed over to Shuhari Agency or the client as agreed.
- The Graphic Designer must not disclose or reuse any part of the client's confidential information for any purpose without prior written consent.

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11. Non-Exclusive Relationship

The Graphic Designer acknowledges that this Agreement is *non-exclusive*, and they are free to pursue other work outside of Shuhari Agency. However, any projects secured through Shuhari Agency must adhere to the terms outlined in this Agreement.

12. Termination of Agreement

This Agreement may be terminated by either party, with or without cause, upon written notice to the other party. Any ongoing projects must be completed as per the agreed terms, and any outstanding payments will be made following the project's completion.

13. Governing Law

This Agreement will be governed by and construed in accordance with the laws of [Country/State], without regard to its conflict of law principles.

14. Signatures

Talent

Full Name + Surname: Muimeleli Makhado

Date: 31-10-2024

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Thanks and best wishes,

Odwa Nonyati

Shuhari Agency Team

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Shuhari Agency