



GRAPHIC DESIGNER CONTRACT

This Graphic Designer Contract (shall be referred as the "**Contract**" hereinafter) is executed on _____, by and between Peter Willis (the "**Designer**") is residing at _____ and _____ (the "**Client**") is residing at _____, agree to be bound by this Contract.

WHEREAS the Designer offers graphic design services within the scope of the Project defined below;

WHEREAS the Client desires to retain the services of the Designer in the scope of the Project;

NOW, THEREFORE, in consideration of the mutual covenants and promises made by the parties hereto, the Designer and the Client (individually, each a "**Party**" and collectively the "**Parties**") agree as follows;

1. Definition of the Project

Within the scope of this Contract, the details of the Project which shall be done by the Designer on behalf of the Client is as follows;

2. Price and Payment Schedule

The total fee for services within the scope of this Contract is _____. This amount shall be paid via _____.

An initial payment of _____ shall be paid to the Designer at the effective date of this Contract and the balance due shall be paid on the date of delivery of the work without considering a revision is requested by the Client or not.

3. Term and Termination

This Contract shall enter into force on _____ and the term of the Contract is _____. The Project shall be completed by the end of this period and the work will be delivered to the Client on this date.

The Contract automatically expires at the end of this period unless a revision is requested. If a revision is requested, the Contract expires with the Designer's submission of the revised version of the Project.

If either Party fails to comply with the terms and conditions of this Contract, the other Party may terminate the contract unilaterally immediately. In order for the termination to be valid, the other Party must be notified in writing.

4. Delivery of Work and Revisions

At the end of the period specified in Article 4 of this Contract, the work is delivered to the Client with all requirements of the Project.

After the delivery of the work, the Client examines the work and whether it complies with the Project requirements and notifies the Designer in writing, if there is a revision request, within 7 days at the latest.

The Designer shall not charge any fee for the first revision request. The Designer is responsible for completing the revision in a reasonable time and with due diligence. The Designer shall charge an appropriate fee for subsequent revision requests and changes that can be considered as fundamental changes within the scope of the Project.

5. Copyright Ownership and Intellectual Property Protection

The rights to any and all designs created by the Designer as commissioned by the Client shall be owned by the Client, including drafts, patent, licenses, intellectual property, raw files and images, sources, mockups, final product output. The Designer may use the product output for his/her gallery to showcase his product outputs, but in no case may he/she sell, lease, or claim ownership over the product output. Any other activity other than what has been specified shall require written consent by the Client.

6. Independent Contractors

This Agreement is not an employment agreement and shall not be construed as such.

The parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. Neither party shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party.

7. Confidentiality

Any information that the Party may acquire through the effectiveness of this agreement shall be recognized as **Confidential Information**. The Party holding the confidential information shall keep strictly confidential and shall not disclose to third parties except when required by law or court order. No party is allowed to sell, release, share, or otherwise disclose to third parties any confidential information without the consent of the other party.

8. Entire Agreement

This Contract represents the complete understanding of the duties and responsibilities of the parties hereto. Any other contract created relative to this subject and of the same parties is superseded by this Contract.

9. Amendments

Unless otherwise specifically provided in this Contract, no amendment, modification, or supplement to this Contract shall be valid or binding unless set out in writing and executed by the parties hereto in the same manner as the execution of this Contract.

10. Notifications

All notifications under this Contract shall be served by registered mail or hand delivery to the address of the respective parties as set out on the first page of this Contract, unless notice of a new address is given to the other Party in writing.

11. Separability

In the event that any portion of the Contract is found to be invalid or unenforceable by a competent court, such invalidity or unenforceability shall only affect the said provision

and the rest of the remaining valid provisions shall remain effective and enforceable.

12. Governing Law

The provisions of this Contract shall be construed and interpreted in accordance with the laws of the State of _____ . Any dispute arising from this Contract between the Parties may be resolved primarily through goodwill and peaceful resolutions.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be duly executed as of the day and year first above written.

Designer

Client



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