

## Graphic Design Contract

This Contract for Graphic Design is made effective as of February 18, 2019, by and between Wacko Help of \_\_\_\_\_, \_\_\_\_\_, Colorado \_\_\_\_\_, and Kenzie Sitterud Art Design of 3195 Blake St. APT 205, Denver, Colorado 80205.

Whereas Kenzie Sitterud Art Design is engaged in the business of providing services relating to graphic design and whereas Wacko Help is interested in availing such service of the Designer.

In furtherance to the above, the Wacko Help hereby agrees to and does hereby engage the services of Kenzie Sitterud Art Design, and Kenzie Sitterud Art Design hereby accepts the engagement to design and to do the work hereinafter specified by Wacko Help in connection with the project.

**DESCRIPTION OF SERVICES.** Beginning on February 18, 2019, Kenzie Sitterud Art Design will provide to Wacko Help the following graphic design services (collectively, the "Services"):

Kenzie Sitterud will meet and discuss with the Wacko Hemp the overall vision of the business and the basic designs or ideas the Owner has regarding the business logo and brand. After meeting, the Graphic Designer will prepare a proposal with two design options for the Owner to review. After the Owner has selected one of the proposed designs, the Kenzie Sitterud will be responsible for completing additional research and design to further develop the chosen idea. The Owner will have the final write off on all colors, font, text and images used in the final design.

**PAYMENT.** Payment shall be made to Kenzie Sitterud Art Design, Denver, Colorado 80205. Wacko Help agrees to pay the sum of \$2,200.00 as follows:

<u>Event</u>	<u>Payment Amount</u>
Brand evaluation and assessment	\$1,100.00
Final Design	\$1,100.00

If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at 10 percent per year, or the maximum percentage allowed under applicable laws, whichever is less. Wacko Help shall pay all costs of collection, including, without limitation, reasonable attorney fees.

In addition to any other right or remedy provided by law, if Wacko Help fails to pay for the

Services when due, Kenzie Sitterud Art Design has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

**ADDITIONAL EDITING AND CHANGES.** Any requested changes to the description of services stated above shall constitute additional editing and may incur additional charges or fees as deemed necessary by Kenzie Sitterud Art Design. All additional changes must be submitted and approved by both parties in writing by an approved Contract Change form.

**TERM.** This Contract will terminate automatically upon completion by Kenzie Sitterud Art Design of the Services required by this Contract.

**WORK PRODUCT OWNERSHIP.** Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively the "Work Product") developed in whole or in part by Kenzie Sitterud Art Design in connection with the Services will be the exclusive property of Wacko Help. Upon request, Kenzie Sitterud Art Design will execute all documents necessary to confirm or perfect the exclusive ownership of Wacko Help to the Work Product.

**REPRODUCTION OF PRODUCT.** Upon successful completion of all compensation terms and outstanding balances owed to Graphic Designer, Service Recipient is granted full and unlimited reproduction rights to the Project.

Graphic Designer retains the right to reproduce the Project in any form for marketing, future publications, competitions or other promotional uses. Graphic Designer shall at no time reproduce the Project for use in commercial means or for-profit use.

Service Recipient may not reproduce or otherwise use design mock-ups, drafts, sketches etc. created by designer during work on the Project but not included into the final version of the Project. Such artwork belongs solely to Graphic Designer who may use it at his own discretion.

**WARRANTY.** Kenzie Sitterud Art Design shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Kenzie Sitterud Art Design's community and region, and will provide a standard of care equal to, or superior to, care used by graphic designers similar to Kenzie Sitterud Art Design on similar projects.

**DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.

- d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

**REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 15 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

**FORCE MAJEURE.** If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

**DISPUTE RESOLUTION.** The parties will attempt to resolve any dispute arising out of or relating to this Contract through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Contract will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

**ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

**SEVERABILITY.** If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed,

and enforced as so limited.

**AMENDMENT.** This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**GOVERNING LAW.** This Contract shall be construed in accordance with the laws of the State of Colorado.

**NOTICE.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

**WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

**SIGNATORIES.** This Agreement shall be signed on behalf of Wacko Help by \_\_\_\_\_, Owner and on behalf of Kenzie Sitterud Art Design by Kenzie Sitterud, Designer and effective as of the date first above written.

Service Recipient:  
Wacko Help

By: \_\_\_\_\_  
\_\_\_\_\_  
Owner

Graphic Designer:  
Kenzie Sitterud Art Design

By: \_\_\_\_\_  
Kenzie Sitterud  
Designer