

FREELANCE SERVICE AGREEMENT

This Freelance Service Agreement (the 'Agreement') is made on 2024-03-05 between Keanu Klestil, located at 567 Business Center, New York, NY 10001 (the 'Client'), and Sarah Designer, located at 890 Creative Ave, Brooklyn, NY 11201 (the 'Freelancer').

1. Services

The Freelancer shall provide the following services:

The Freelancer is responsible for the comprehensive design and development of a responsive website tailored to the Client's needs. This includes the creation of five main pages that will encompass critical aspects of the Client's business. Specifically, the pages will typically consist of a Home page, About Us page, Services page, Portfolio page, and a Contact page. Additionally, the Freelancer will develop a brand identity package that includes, but is not limited to, logo design, color palette selection, typography guidelines, and other essential brand elements. Furthermore, the Freelancer shall create a set of visually appealing social media templates designed to maintain brand consistency across various platforms, such as Facebook, Instagram, and Twitter. Throughout the website development process, Freelancer shall maintain communication with Client, incorporating feedback and ensuring that the final product aligns with Client's vision.

2. Payment Terms

The total project fee for the services outlined in this Agreement shall amount to \$15,000 USD. The payment shall be divided as follows: 30% of the total amount, equivalent to \$4,500 USD, is due upon the signing of this Agreement as an upfront payment to initiate the project. Subsequently, 40% of the total amount, which is \$6,000 USD, will be due at the midpoint of the project as determined by the mutually agreed schedule, contingent upon the completion of specific deliverables. Finally, the remaining balance of 30%, amounting to \$4,500 USD, shall be paid upon the Client's final approval of the completed project. Payments are expected within 10 business days of receipt of invoice at each stage.

3. Timeline

The expected timeline for project completion is a total of 12 weeks from the date of contract signing. The Freelancer commits to providing weekly progress updates, allowing the Client to stay informed about the project's development and to facilitate timely feedback. These updates will be conducted through email or virtual meetings, ensuring that any issues or adjustments can be addressed promptly. If for any reason the timeline needs to be adjusted, both parties must agree in writing to any new deadlines.

4. Intellectual Property

Upon final payment and successful completion of the deliverables, all rights to the created materials will transfer to the Client. This includes all intellectual property associated with the website, brand identity package, and social media templates, granting the Client full ownership and control over the usage and distribution of the deliverables. The Freelancer agrees not to use any of the created materials for promotional purposes without prior written consent from the Client. Furthermore, the Freelancer retains the right to display the work in their portfolio, provided it does not compromise any confidentiality agreements specified in this Agreement.

5. Termination

Either party may terminate this Agreement by providing at least 14 days written notice to the other party. In the event of termination, the Client shall compensate the Freelancer for all work completed up to the termination date, based on the percentage of work done relative to the total scope of the project. Should the Client fail to provide

specification or feedback that causes delays, the Freelancer reserves the right to evaluate the situation and potentially issue a notice of termination should resolution not be forthcoming.

6. **Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, United States. Any disputes arising out of or related to this Agreement shall be resolved in the appropriate courts located in New York County, New York. Both parties agree to submit to the jurisdiction of these courts and waive any objections based on venue or inconvenient forum.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Client:	Freelancer:
Name: Keanu Klestil	Name: Sarah Designer
Title: Marketing Director	Date: _____
Date: _____	

Witness:

Name: _____

Date: _____

All required fields as indicated have been confirmed for this contract, including a section clarifying the “Witness” name and signature to enhance the validity of the agreement.

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