

Freelance Design Contract

Contract Date: _____

Client Name: _____

Project Start: _____

Project End: _____

Summary:

I always do my best to fulfill your needs and meet your expectations, but it's important to have things written down so that we both know what's what, who should do what and when, and what will happen if something goes wrong. In this contract you won't find any complicated legal terms or long passages of unreadable text. I have no desire to trick you into signing something that you might later regret. What I do want is what's best for both of us, now and in the future.

So in short;

You _____,
are hiring me, Michael Douglas, from <https://michaeldouglas.xyz>

to design: _____

For the estimated total price of _____,
Or, hourly rate of _____.

As outlined in our previous correspondence.

Of course it's a little more complicated, but we'll get to that.

What do both parties agree to do?

You: You have the authority to enter into this contract on behalf of yourself, your company, or your organization. You'll give me everything I need to complete the project as and when and in the format I need it. You'll review my work; provide feedback and approval in a timely manner too. Deadlines work two ways, so you'll also be bound by dates we set together. You also agree to stick to the payment agreement. Depending on the payment model you picked.

Me: I have the experience and ability to do everything I've agreed with you and I'll do it in a professional and timely manner. I'll endeavor to meet every deadline that's set and on top of that I'll maintain the confidentiality of everything you give me.

Getting down to the nitty gritty

Design

I create the following design deliverables using color, lines, texture, icons, graphics, white space, typography, and components.

- Flowcharts
- Sitemaps
- User Flows
- Wireframes
- Prototypes
- Graphics

You'll have plenty of opportunities to review my work and provide feedback. I'll share a folder with you on my Dropbox and have regular, possibly daily contact. If, at any stage, you're not happy with the direction our work is taking, you'll pay me in full for everything I've produced up to that point and cancel this contract.

Text

I'm not responsible for writing or inputting any text copy. You'll need to provide me with any text you'd like to see in the deliverables. Or, I'll use dummy text to fill in during the design process.

Photographs

You should supply graphic files in an editable, vector digital format SVG. You should supply photographs in a high resolution digital format JPG or PNG. If you choose to buy stock photographs, I can suggest stock libraries. If you'd like me to search for photographs for you, I can provide a separate estimate for that.

Video

I will use place holder images to set sizing for videos while creating designs. Later your developers be able to add whatever video you want to your project.

HTML, CSS and JavaScript

I will do my best to design with the limitations of HTML, CSS and JavaScript in mind. However, I'm not responsible for writing, editing, updating, or delivering any code.

Design Software

I mainly use Figma to create deliverables. I will render graphics in JPG, PNG, or SVG format depending on what you need.

Changes and revisions

I know from experience that fixed-price contracts are rarely beneficial to you, as they often limit you to your earliest ideas. I don't want to limit your ability to change your mind. The price at the beginning of this contract is based on the the value and length of time I estimate I'll need to accomplish everything you've told me you want to achieve, but I'm happy to be flexible. If you want to change your mind or add anything new, that won't be a problem as I can provide a separate estimate for that.

Legal stuff

I can't guarantee that my work will be error-free and so I can't be liable to you or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if you've advised me of them. Finally, if any provision of this contract shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this contract and shall not affect the validity and enforceability of any remaining provisions.

Copyrights

First, you guarantee that all elements of text and images you provide are either owned by you, or that you've permission to use them.

Then, when your final payment has cleared, copyright will be automatically assigned as follows:

You'll own the visual elements that I create for this project. I'll give you source files and finished files and you should keep them somewhere safe as I do not keep a copy. You own all elements of text and images you provided, unless someone else owns them.

After final payment clears you will own the unique combination of these elements that constitutes a complete design (or theme) exclusively and in perpetuity for this project.

I love to show off my work and share what I've learned with other people, so I reserve the right, to display images of your project on my portfolio. I will link to your website and may write about it on websites, in magazine articles, and in books.

Payments

I'm sure you understand how important it is as a business that you pay the invoices that I send you promptly. As I'm also sure you'll want to stay friends, you agree to stick tight to the payment agreement. Depending on the payment model you picked.

Any major changes, additions, or extra estimates will be added to the final payment.

No Refund Policy

Due to the time-consuming nature of design work, I do not offer refunds for services rendered. Because I cannot recover my time, or lost opportunities once I've committed to a project.

But where's all the horrible small print?

Just like a parking ticket, you can't transfer this contract to anyone else without my permission. This contract stays in place and need not be renewed. If for some reason one part of this contract becomes invalid or unenforceable, the remaining parts of it remain in place.

Although the language is simple, the intentions are serious and this contract is a legal document under exclusive jurisdiction of the State of Indiana.

Oh and don't forget those men with big dogs.

The dotted line

Freelancer: Michael Douglas

Client Signature: _____

Date: _____

Everyone should sign above and keep a copy for their records.