

# Contract

This agreement is effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_, located at \_\_\_\_\_ and available at \_\_\_\_\_ (hereinafter referred to as the "Client") and \_\_\_\_\_, located at \_\_\_\_\_ and available at \_\_\_\_\_, (hereinafter referred to as the "Designer", with respect to the creation of a design or designs, hereinafter referred to as the "Designs".) Whereas, the Client wishes the Designer to create certain Designs, detailed within this contract and whereas, the Designer wishes to create such Designs.

Now, Therefore, in consideration of the foregoing premises and the mutual covenants hereinafter set forth and other valuable considerations, the parties hereto agree as follows:

## 1. Project Description

The Designer agrees to create Designs in accordance with the following specifications:

Project Title: \_\_\_\_\_

Number of Finished Designs: \_\_\_\_\_

Other Specifications: \_\_\_\_\_

The Designs shall be delivered in the form of one or more of the following:

☐Physical mechanicals ☐Electronic mechanicals, more fully described as \_\_\_\_\_.

Other services to be provided by the Designer:

☐Research ☐Copy-writing ☐Concept ☐Coding ☐Production ☐Art Direction ☐Creative Direction

☐Other \_\_\_\_\_

Client Purchase Order Number: \_\_\_\_\_

Job Number: \_\_\_\_\_

The Client agrees to provide the following for the Designs:

☐Copy ☐Content ☐Outlines of problems ☐Outlines of goals ☐Final approval of Designs

☐Final project Sign-off

## 2. Due Date

The Designer agrees to deliver sketches within \_\_\_\_\_ (day(s)/week(s)/month(s)) after the later of the signing of this Agreement or, if the Client is to provide reference, layouts, or specifications, after the Client has provided them to the Designer. The Designs shall be delivered \_\_\_\_\_ (day(s)/week(s)/month(s)) after payment has been rendered to the Designer.

## 3. Payment, Expenses, and Fees:

The Client agrees to reimburse the Designer for all expenses related to the production of the Designs, which shall be itemized on the invoice sent to the Client. The Client will put forth a 25% non-refundable deposit before work begins on the Designs. The remaining 75% shall be paid at the end of the project. Cost will be quoted after initial meeting, and the cost will be provided to the client. The length of the project, or additional work will change the initial quote accordingly. All work is quoted at \$25/hour, unless specified. Additional costs will be calculated as they accrue and will be itemized on the invoice provided to the client.

After the Client has received the invoice, they have 30 days to pay the invoice. If the payment is not received after 30 days, a late fee of 2% of the total cost of the project will be applied. If 60 days passes without payment, all files revert to the ownership of the Designer, and the contract is nullified.

#### **4. Rights and Usage**

After payment has been rendered, the ownership of the native files stays with the Designer. The Client shall receive the mechanicals at the end of the project. The Designer receives the right to showcase the project in their Portfolio.

#### **5. Project Termination**

In the event of project termination by the Client, the Designer shall own all rights to the Designs. Project mechanicals, if any, shall be provided after the remaining balance is paid. The 25% deposit paid at the start covers termination fees. The remaining balance, which includes only work that was done up to the point of termination, shall be payable within 30 days of the Client's notification to stop work. Payment rules stated above still apply.

In the event that the project goes past its intended final deadline, either (a) an extension of the contract must be negotiated or (b) a new contract must be signed in order for the project to continue. If no resolution is reached, project termination begins immediately.

#### **6. Indemnity, Liability and Warranties**

The Client agrees to defend, indemnify, save and hold the Designer harmless from any and all demands, liabilities, costs and claims, including reasonable attorney's fees associated with the Designer's development of the Client's project. The client also agrees to defend, indemnify, save and hold the Designer harmless against liabilities arising out of any injury to a person or property caused by any products or services, sold or otherwise, distributed over the Client's project. This includes infringing on proprietary rights of a third party, copyright infringement, and delivering any defective product or misinformation, which is detrimental to another person, organization or business.

The Client agrees that any material submitted for publication will not contain anything abusive or unethical. This includes, but is not limited to: pornography, violations of privacy, advocacy of illegal activity, and any infringement of privacy.

The Client agrees to deliver important material on time to the Designer and to not expect work to be done instantaneously. If material is received late by the Designer, it is the fault of the Client, unless there is a life interruption or circumstances that fall out of the Client's control. If material is received late, the deadline will be moved. The Designer will not be reprimanded by the client for late work resulting from late material delivery. If this happens, the contract can be nullified immediately by the Designer, with no repercussions.

The Designer will not publish information, which may be used by another party to harm another, as well as agrees to not develop pornography for the Client. The Designer reserves the right to determine what is or isn't pornography.

The Designer does not warrant the project will meet the Client's expectations of a project or that a project will be error-free. The Designer will not be held responsible for the project being late due to life interruptions or instances that are beyond the Designer's control.

## 7. Acceptance

This agreement shall be binding upon the parties. This agreement constitutes understanding between the parties. Its terms can be modified by an instrument in writing signed by both parties, except that the Client may authorize expenses or revisions orally, as long as the Designer agrees. This agreement shall be governed by the laws of the State of \_\_\_\_\_.

In witness whereof, the parties hereto have signed this Agreement as of the date first set forth above.

Designer \_\_\_\_\_  
Company Name

Client \_\_\_\_\_  
Company Name

By \_\_\_\_\_  
Authorized Signatory, Title

By \_\_\_\_\_  
Authorized Signatory, Title