

# GRAPHIC DESIGN CONTRACT AGREEMENT

This **Graphic Design Contract Agreement ("Agreement")** is made and entered into on \_\_\_\_ of \_\_\_\_ 20 \_\_\_\_ (the "Effective Date"), by and between Graphic **Designer:** \_\_\_\_\_ with a mailing address of \_\_\_\_\_ hereinafter referred to as the "Designer" and **Client:** \_\_\_\_\_ with a mailing address of \_\_\_\_\_ hereinafter referred to as the "Client"

## DESCRIPTION OF SERVICES

Designer agrees to provide the following graphic design services to Client (the "Services"):

[Insert a detailed description of the Services to be provided, including any specific deadlines and deliverables.]

## COMPENSATION

The Designer will receive payment from the client in accordance with the following schedule in exchange for the Services rendered: (select as applicable)

- \$ \_\_\_\_ /hour.
- \$ \_\_\_\_\_ Per Job completed.
- Commission of \_\_\_\_% based on \_\_\_\_\_.
- Other. \_\_\_\_\_.

Accordingly, the Designer will be paid. (check one)

- Starting on \_\_\_\_\_, 20\_\_\_\_, on a  
Weekly,  
Monthly, and  
Quarterly basis.
- Once the services rendered have been completed.
- Upon receipt of an invoice from the Designer by the Client.
- Other. \_\_\_\_\_

## OWNERSHIP AND USE OF WORK PRODUCT

Designer agrees to transfer ownership of the final work product to Client upon full payment of the fees described in Section 2. Designer retains the right to use any preliminary designs or concepts developed during the course of the Services for Designer's promotional purposes.

### **WARRANTIES AND REPRESENTATIONS**

Designer warrants and represents that:

- (a) Designer has the necessary skills and expertise to perform the Services;
- (b) Designer will perform the Services in a professional and workmanlike manner;
- (c) the Services and work product will not infringe upon any copyright, trademark, or other intellectual property right of any third party.

### **CONFIDENTIALITY**

Designer agrees to keep confidential all confidential information provided by Client, including but not limited to trade secrets, customer information, and business plans.

### **TERM AND TERMINATION**

This Agreement shall commence on the Effective Date and continue until the Services have been completed and delivered to Client. Either party may terminate this Agreement at any time upon written notice to the other party.

### **DELAYS AND FORCE MAJEURE**

In the event that either party is unable to perform its obligations under this Agreement due to circumstances beyond its control, such as an act of God, war, riot, terrorism, or natural disaster ("Force Majeure Event"), the non-performing party shall be excused from its obligations for the duration of the Force Majeure Event. The non-performing party shall promptly notify the other party of the Force Majeure Event and its expected duration. If the Force Majeure Event continues for a period of more than thirty (30) days, either party may terminate this Agreement upon written notice to the other party.

### **INDEMNIFICATION**

Designer shall indemnify and hold harmless Client, its officers, directors, employees, and agents, from any and all claims, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or in connection with any breach of Designer's representations, warranties, or obligations under this Agreement.

#### **LIMITATION OF LIABILITY**

In no event shall either party be liable to the other party for any indirect, incidental, consequential, or punitive damages arising out of or in connection with this Agreement, including without limitation lost profits, lost revenues, or loss of data, even if the party has been advised of the possibility of such damages. The maximum liability of either party to the other party under this Agreement shall be limited to the total fees paid by Client to Designer under this Agreement.

#### **NON-SOLICITATION**

During the term of this Agreement and for a period of one (1) year thereafter, Designer shall not solicit or attempt to solicit any of Client's customers or employees for Designer's own benefit or for the benefit of any third party.

#### **WAIVER**

The failure of either party to enforce any provision of this Agreement 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 Agreement.

#### **NOTICE**

Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed given when delivered personally, or when deposited in the mail, postage prepaid, and addressed to the party at its address specified in this Agreement or such other address as the party may specify in writing.

#### **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of

\_\_\_\_\_.

Any disputes arising out of or related to this Agreement shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association.

**ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the parties and supersedes all prior and contemporaneous agreements, understandings, and negotiations between the parties.

**AMENDMENTS**

This Agreement may not be amended except in writing signed by both parties.

**ASSIGNMENT**

Neither party may assign this Agreement without the prior written consent of the other party.

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

**Graphic Designer's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

Print Name \_\_\_\_\_

**Client's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

Print Name \_\_\_\_\_