

# GRAPHIC DESIGN CONTRACT

## PARTIES

- This Graphic Design Contract (hereinafter referred to as the “**Agreement**”) is entered into on \_\_\_\_\_ (the “**Effective Date**”), by and between \_\_\_\_\_, with an address of \_\_\_\_\_, (hereinafter referred to as the “**Client**”) and \_\_\_\_\_, with an address of \_\_\_\_\_, (hereinafter referred to as the “**Designer**”) (collectively referred to as the “**Parties**”).

## PROJECT DESCRIPTION

- The Parties agree that the Designer will deliver the following services:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- The Parties agree that the Designer will deliver the services on \_\_\_\_\_.

## APPROVALS

- The Designer agrees to obtain the consent of the Client for any expenses to be incurred that exceed \_\_\_\_\_ in fees.

## FEES

- The Parties agree that the total cost of the services will be \_\_\_\_\_, where \_\_\_\_\_ will be paid at the signing of this Agreement and \_\_\_\_\_ will be paid at completion.
- The Parties agree that the Designer will provide an invoice to the Client every \_\_\_\_\_ days/months for the Services he/she completes.
- The Parties agree that the means of payment will be via \_\_\_\_\_.

## TERMINATION

- This Agreement may be terminated in the event that any of the following occurs:
  1. Immediately in the event that one of the Parties breaches this Agreement or one of the conditions set forth in this Agreement and does not amend the breach within a period of \_\_\_\_\_.
  2. This Agreement will automatically be terminated when the services are completed.

## **CONFIDENTIALITY**

- All terms and conditions of this Agreement and any materials provided during the term of the Agreement must be kept confidential by the Designer, unless the disclosure is required pursuant to process of law.
- Disclosing or using this information for any purpose beyond the scope of this Agreement, or beyond the exceptions set forth above, is expressly forbidden without the prior consent of the Client.
- This section will remain in full force even after the termination of this Agreement for a period of \_\_\_\_\_.

## **OWNERSHIP**

- The Parties agree that all work created by the Designer in the process of performing the services will remain the exclusive property of the Client, where he/she can use it without any restrictions.

## **GOVERNING LAW**

- This Agreement shall be governed by and construed in accordance with the laws of \_\_\_\_\_.

## **REPRESENTATION AND WARRANTIES**

- The Parties agree and disclose that they are fully authorized to enter this Agreement. Both Parties' performances and obligations are not to violate the rights of any third party or else violate other, if any, agreements made between them and/or any other organization, person, business or law/governmental regulation.

## **DISCLAIMER OF WARRANTIES**

- The Designer warrants to complete the Services listed in this Agreement as per the Client's requirements and specifications. However, the Designer does not represent or warrant that such services provided in this Agreement will create additional sales, exposure, brand recognition, profits or other benefits.
- In addition to the above, the Designer holds no responsibility towards the Client in the event that the delivered work does not lead to the Client's desired results.

## **LIMITATION OF LIABILITY**

- Under no circumstances will either party be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to this Agreement or the transactions it contemplates (whether for breach of contract, tort, negligence, or other form of action) in the event that such is not related to the direct result of one of the Parties' negligence or breach.

**AMENDMENTS**

- The Parties agree that any amendments made to this Agreement must be in writing, where they must be signed by both Parties to this Agreement.
- Accordingly, any amendments made by the Parties will be applied to this Agreement

**ASSIGNMENT**

- The Parties hereby agree not to assign any of the responsibilities in this Agreement to a third party, unless consented to by both Parties in writing.

**ALTERNATIVE DISPUTE RESOLUTION**

- Any dispute or difference whatsoever arising out of, or in connection with, this Agreement shall be submitted to arbitration/mediation/negotiation (circle one) in accordance with, and subject to the laws of \_\_\_\_\_.

**ENTIRE AGREEMENT**

- This Agreement contains the entire agreement and understanding among the Parties to it with respect to its subject matter, and supersedes all prior agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to its subject matter. The express terms of the Agreement control and supersede any course of performance and/or usage of the trade inconsistent with any of its terms.

**SEVERABILITY**

- In the event that any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain in force in accordance with the Parties' intention.

**SIGNATURE AND DATE**

- The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated by their signatures below:

DESIGNER

CLIENT

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_