

# CANVA CONTRACT AGREEMENT

Parties: \_\_\_\_\_

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

Service Provider Name: \_\_\_\_\_

## **Recitals:**

WHEREAS, Client desires to engage Service Provider for certain design and content creation services related to Canva platform; and WHEREAS, Service Provider agrees to provide such services under the terms and conditions set forth in this Agreement.

## **1. Services Provided:**

Service Provider shall provide Canva design services as agreed upon by the Parties, including but not limited to creation, editing, and delivery of graphic designs, templates, and associated content as specified in attached Statement of Work or related documents.

## **2. Payment Terms:**

Client agrees to pay Service Provider the agreed fees as outlined in the Statement of Work. Payments shall be made according to the schedule and method specified, and any overdue payments may incur interest at the maximum rate allowed by law.

## **3. Intellectual Property:**

All original content and designs created by Service Provider pursuant to this Agreement shall be the exclusive property of the Client upon full payment. Service Provider retains the right to use non-confidential work for portfolio and marketing purposes unless otherwise agreed in writing.

## **4. Confidentiality:**

Both Parties agree to keep confidential any proprietary or sensitive information received during the course of this Agreement and not disclose such information to third parties except as required by law or with prior written consent.

## **5. Termination:**

This Agreement may be terminated by either Party upon written notice if the other Party breaches any material term and fails to cure within a reasonable time. Upon termination, Client shall pay for all services performed up to the date of termination.

## **6. Limitation of Liability:**

In no event shall either Party be liable for any indirect, incidental, consequential, or punitive damages arising out of or

relating to this Agreement, even if advised of the possibility of such damages.

**7. Governing Law and Dispute Resolution:**

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_, without regard to conflict of laws principles. Any disputes arising under this Agreement shall be resolved exclusively in the state or federal courts located in \_\_\_\_\_ County, \_\_\_\_\_.

**8. Entire Agreement:**

This Agreement, including any attachments or referenced documents, constitutes the entire agreement between the Parties and supersedes all prior oral or written communications, understandings, or agreements related to the subject matter herein.

**9. Amendments:**

Any modifications or amendments to this Agreement must be in writing and signed by both Parties.

**10. Independent Contractor:**

Service Provider is an independent contractor, and nothing in this Agreement shall be construed to create a partnership, joint venture, or employer-employee relationship.

**11. Notices:**

All notices required or permitted under this Agreement shall be in writing and deemed delivered when received personally, by nationally recognized overnight courier, certified mail, or email with confirmation of receipt, to the addresses provided by the Parties.

**12. Severability:**

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**13. Waiver:**

Failure by either Party to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision.

**14. Counterparts and Electronic Signatures:**

This Agreement may be executed in counterparts, each of which shall be deemed an original, and electronic signatures shall have the same force and effect as original signatures.

**CLIENT SIGNATURE**

**SERVICE PROVIDER SIGNATURE**

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

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

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