

CONTRACT DESIGN AGREEMENT

Parties: _____

Client Name: _____

Designer/Provider Name: _____

Project Details:

Project Title: _____

Scope of Work: _____

Contract Terms:

Payment Amount: _____ USD

Payment Schedule: _____

Deliverables: _____

Clause 1 – Agreement Purpose

This Agreement sets forth the terms and conditions under which the Designer agrees to provide contract design services to the Client as described in the Project Details.

Clause 2 – Scope of Services

The Designer shall provide design services that meet the specifications mutually agreed upon and documented in the Scope of Work section. Any changes or additions shall require a written amendment to this Agreement.

Clause 3 – Compensation and Payment

The Client agrees to pay the Designer the Payment Amount in accordance with the Payment Schedule. Payments shall be made via agreed methods and are due upon receipt of invoice.

Clause 4 – Term and Termination

This Agreement shall commence upon execution and shall continue until completion of services or termination by either party with thirty (30) days' written notice. Upon termination, the Client shall pay for all services rendered through the termination date.

Clause 5 – Intellectual Property Rights

All designs, documents, and materials produced by the Designer under this Agreement shall remain the intellectual property of the Designer until full payment is received, at which point rights will transfer to the Client, subject to any third-party rights.

Clause 6 – Confidentiality

Both parties agree to keep confidential all proprietary or sensitive information disclosed during the term of this Agreement and not to disclose such information to any third party without prior written consent.

Clause 7 – Warranties and Representations

The Designer represents that services will be performed in a professional and workmanlike manner consistent with industry standards. The Client warrants that all information provided to the Designer is accurate and complete.

Clause 8 – Limitation of Liability

Except for gross negligence or willful misconduct, neither party shall be liable for indirect, incidental, or consequential damages arising from this Agreement.

Clause 9 – Dispute Resolution

Any disputes arising under this Agreement shall be resolved through good faith negotiations. If unresolved, disputes shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association.

Clause 10 – Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, United States, without regard to its conflict of laws principles.

Clause 11 – Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, and communications, whether oral or written.

Clause 12 – Amendments

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

Clause 13 – Notices

All notices required or permitted under this Agreement shall be in writing and delivered personally, by certified mail, or by a nationally recognized overnight courier.

Clause 14 – Force Majeure

Neither party shall be liable for delays or failure to perform due to causes beyond their reasonable control, including but not limited to acts of God, war, terrorism, or governmental action.

Clause 15 – Severability

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

Clause 16 – Waiver

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

Clause 17 – Independent Contractor

The Designer is an independent contractor and nothing in this Agreement shall create an employer-employee relationship, partnership, or joint venture.

Clause 18 – Assignment

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

Clause 19 – Counterparts and Electronic Signatures

This Agreement may be executed in counterparts and by electronic signature, each of which shall be deemed an original and all of which constitute one instrument.

Clause 20 – Signatures

The parties have executed this Agreement as of the date of mutual acceptance by authorized representatives.

CLIENT SIGNATURE

DESIGNER SIGNATURE

Signature: _____

Signature: _____

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