

DESIGN SERVICES AGREEMENT

Project Name: _____ Client Name: _____

Parties:

Designer: _____

Client: _____

Scope of Work:

Designer shall provide professional design services as described herein, including but not limited to conception, development, preparation of drawings, specifications, and other documents as mutually agreed. Services shall be performed in a timely and professional manner consistent with industry standards.

Deliverables:

Deliverables include all design documents, drawings, models, and other materials prepared by Designer under this Agreement. Ownership and use rights are set forth below.

Compensation:

Client agrees to pay Designer the fees set forth in the attached schedule. Payment shall be made according to the agreed schedule upon receipt of invoice. Late payments may incur interest as permitted by law.

Changes and Additional Services:

Any changes to the scope of work or additional services requested by Client shall be authorized in writing and may affect fees and schedules accordingly.

Client Responsibilities:

Client shall provide all necessary information, approvals, and access required for Designer to perform services. Client is responsible for verifying all information and decisions made based on the deliverables.

Intellectual Property:

Designer retains all intellectual property rights in the work product, except as expressly granted in this Agreement. Client is granted a non-exclusive, non-transferable license to use the deliverables for the intended project only.

Confidentiality:

Both parties agree to keep confidential all proprietary information disclosed during the performance of this Agreement and to use such information solely for the purposes of this Agreement.

Termination:

Either party may terminate this Agreement upon written notice if the other party materially breaches any provision and fails to cure within a reasonable time. Upon termination, Client shall pay Designer for all services performed and expenses incurred to date.

Limitation of Liability:

Designer's liability to Client for any claim arising out of this Agreement shall not exceed the total compensation paid by Client to Designer. In no event shall Designer be liable for consequential, incidental, or punitive damages.

Indemnification:

Client agrees to indemnify and hold Designer harmless from and against all claims, damages, liabilities, and expenses arising out of Client's use of the deliverables, except to the extent caused by Designer's gross negligence or willful misconduct.

Governing Law and Dispute Resolution:

This Agreement shall be governed by the laws of the State of _____, without regard to conflicts of law principles. Any disputes shall be resolved by binding arbitration in _____ County, _____, according to the rules of the American Arbitration Association.

Entire Agreement:

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations and understandings. Amendments must be in writing and signed by both parties.

Severability:

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

Force Majeure:

Neither party shall be liable for delays or failures to perform due to causes beyond their reasonable control, including but not limited to acts of God, war, terrorism, government regulations, labor disputes, or natural disasters.

DESIGNER'S SIGNATURE

CLIENT'S SIGNATURE

Signature: _____

Signature: _____

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