

GRAPHIC DESIGN SERVICES AGREEMENT

Location: _____ Effective Date: _____

Parties:

Client Name: _____

Address: _____

Email / Phone: _____

Designer Information:

Designer Name: _____

Address: _____

Email / Phone: _____

Project Description:

Scope of Services:

Designer agrees to provide graphic design services as requested by Client, including but not limited to: branding, logos, marketing materials, digital graphics, and print-ready artwork. Services will be delivered according to mutually agreed timelines and specifications.

Deliverables:

Designer will deliver final design files in agreed formats (e.g., AI, PSD, PDF, JPG, PNG) and any other necessary files suitable for Client's intended use. Any additional deliverables require written agreement.

Compensation and Payment:

Client agrees to pay Designer the total amount as specified in the attached fee schedule or proposal. Unless otherwise stated, a deposit of fifty percent (50%) is required prior to commencement of work. Final payment is due upon delivery of final files prior to transfer of rights. Payments must be made via agreed methods within fifteen (15) days of invoice.

Revisions:

Designer shall provide up to two (2) rounds of revisions on deliverables at no additional cost. Additional revisions beyond those will be billed at Designer's standard hourly rate.

Intellectual Property Rights:

Upon full payment, Designer assigns to Client all rights, title, and interest in the final deliverables, including copyrights, unless otherwise agreed in writing. Designer retains the right to use the work for portfolio and self-promotion purposes.

Confidentiality:

Both parties agree to keep confidential all proprietary or sensitive information disclosed during the project and not to disclose such information to third parties without prior written consent, except as required by law.

Termination:

Either party may terminate this Agreement upon written notice if the other party breaches any material term and fails to cure within ten (10) days of notice. Upon termination, Client shall pay for all work completed to date, and Designer shall deliver any completed work.

Warranties and Representations:

Designer represents that all work is original or properly licensed and will not infringe third-party rights. Designer makes no other warranties, express or implied, except those stated herein.

Indemnification:

Designer shall indemnify and hold Client harmless from claims, damages, or expenses arising from Designer's breach of warranties or infringement of third-party rights.

Limitation of Liability:

In no event shall either party be liable for consequential, incidental, special, or punitive damages, even if advised of the possibility of such damages.

Independent Contractor:

Designer is an independent contractor and not an employee or agent of Client. Nothing in this Agreement creates a partnership or joint venture.

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 law principles. The parties consent to the exclusive jurisdiction and venue of state and federal courts located in _____ County, _____.

Entire Agreement and Amendments:

This Agreement constitutes the entire agreement between the parties concerning the subject matter herein and supersedes all prior agreements. Any amendments or modifications must be in writing and signed by both parties.

Severability:

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

Waiver:

No failure or delay by either party in exercising any right shall operate as a waiver of such right.

Signatures:

CLIENT SIGNATURE

DESIGNER SIGNATURE

Signature: _____

Signature: _____

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