

GRAPHIC DESIGN CONTRACT

This Graphic Design Contract ("Contract") is entered into as of _____, by and between _____, having a mailing address at _____, and _____, with a mailing address at _____, collectively referred to as the "Parties." The Parties hereby agree to be bound by the terms and conditions set forth in this Contract

1. Project Description

The Client hereby engages the Designer to provide Graphic Design services. The specific deliverables requested and the detailed requirements are outlined as follows:

2. Schedule

The Parties mutually agree upon the following project schedule:

3. Revisions

The Client is entitled to _____ revisions. Any additional revisions beyond this limit shall be considered chargeable at a rate of _____ per revision.

4. Payments

The Parties agree to the following Payment Terms:

The total fee for the Designer's services shall amount to _____. The Client shall make an upfront payment of _____ before the project commences, with the remaining balance of _____ to be paid upon project completion.

5. Confidentiality

Throughout the term of this Contract, it may be necessary for the Client to share proprietary information, including trade secrets, industry knowledge, and other confidential information, with the Designer to enable the completion of the Graphic Design services and Deliverables. The Designer shall maintain strict confidentiality and shall not disclose any such proprietary information at any time, nor use it for personal benefit. This confidentiality clause remains in effect even after the termination of the Contract, whether by natural completion or early termination by either party.

6. Termination

This Contract shall automatically terminate upon the Client's acceptance of the final Deliverables. However, either Party may terminate this Agreement at any time by providing written notice to the other Party. The Client shall be responsible for all costs and expenses incurred up to the termination date. Upon termination, the Designer shall promptly return all of the Client's content, materials, and copies of Deliverables within thirty (30) days from the date of termination.

7. Ownership Rights

The Client shall retain full ownership of any proprietary information shared with the Designer during the term of this Contract for the purposes of the project. The Designer acknowledges and agrees that they have no rights to this proprietary information and shall not use it except for completing the Graphic Design services. Upon completion of the Contract, the Client will hold all rights to the final Graphic Design Deliverables.

While the Designer may tailor the Graphic Design Deliverables to the Client's specifications, the Client acknowledges that Graphic Designs may have a common structure and basis. Any

template designs created by the Designer before or as a result of this Contract shall remain the exclusive property of the Designer.

8. Representations and Warranties

8.1. Designer

The Designer represents and warrants that they have the right to enter into and fulfill this Contract. The Designer further represents and warrants that the designs created for the Client do not infringe upon the rights of any third parties. In the event that the Designer is found to lack these rights, the Designer shall bear the responsibility for any associated damages incurred by the Client.

8.2. Client

The Client represents and warrants that they possess the necessary rights to use any proprietary information provided to the Designer for inclusion in the Graphic Design Deliverables. In the event that the Client lacks these rights, the Client shall be responsible for any associated damages incurred by the Designer.

9. Disclaimer of Warranties

The Designer shall complete the Graphic Design services in accordance with the Client's specifications. However, the Designer does not guarantee that the Deliverables will result in additional profits, sales, exposure, brand recognition, or similar outcomes. The Designer bears no responsibility if the Deliverables fail to achieve the Client's desired results.

10. Limitation of Liability

Neither Party shall be liable to the other or any third party for any damages resulting from any aspect of this Contract, including but not limited to, loss of revenue, anticipated profit, nor business, and costs incurred due to delays or delivery failures.

11. Legal Fees

In the event of a dispute leading to legal action, the prevailing Party shall be entitled to recover its legal fees, including attorneys' fees, from the other Party.

12. Legal and Binding Contract

This Contract is legally binding between the Parties as stated above. It may be entered into and enforced both in the United States and throughout Europe. The Parties represent that they have the authority to enter into this Contract.

13. Governing Law and Jurisdiction

The Parties agree that this Contract shall be governed by the laws of _____. Any legal disputes arising from this Contract shall be subject to the exclusive jurisdiction of the courts in _____.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

Designer

Name: _____

Signature: _____

Date: _____

Client

Name: _____

Signature: _____

Date: _____

Please note that it is important to review and understand all the provisions and obligations set forth in this Agreement before signing. If there are any questions or concerns regarding the terms, it is advisable to seek legal advice or clarification. By signing above, the Parties acknowledge that they have read and comprehended the Agreement and agree to be bound by its terms and conditions.