

Graphic Design Services Agreement

This Graphic Design Services Agreement ("Agreement") is entered into as of [DATE], by and between:

Designer: [DESIGNER NAME], with a business address at [DESIGNER ADDRESS], email [DESIGNER EMAIL], phone [DESIGNER PHONE]

and

Client: [CLIENT NAME], with a business address at [CLIENT ADDRESS], email [CLIENT EMAIL], phone [CLIENT PHONE]

Together referred to as the "Parties."

1. Scope of Work

1.1 The Designer agrees to provide the following graphic design services to the Client (the "Services"):

[DESCRIPTION OF DESIGN SERVICES, E.G., LOGO DESIGN, BRAND IDENTITY PACKAGE, WEBSITE GRAPHICS, PRINT MATERIALS]

1.2 Deliverables include:

- [DELIVERABLE 1]
- [DELIVERABLE 2]
- [DELIVERABLE 3]

1.3 Any work not specifically described in this section is outside the scope of this Agreement and will require a separate written agreement or amendment.

2. Timeline

2.1 The Designer will begin work on [START DATE] and aims to complete the Services by [COMPLETION DATE].

2.2 Key milestones:

Milestone	Description	Due Date
1	[MILESTONE DESCRIPTION]	[DATE]
2	[MILESTONE DESCRIPTION]	[DATE]
3	[MILESTONE DESCRIPTION]	[DATE]

2.3 Timelines may be adjusted by mutual written agreement if delays result from Client feedback, incomplete materials, or other factors outside the Designer's control.

3. Fees and Payment

3.1 The total fee for the Services is [AMOUNT] ([CURRENCY]).

3.2 Payment schedule:

- [PERCENTAGE]% deposit due upon signing: [AMOUNT]
- [PERCENTAGE]% due upon [MILESTONE]: [AMOUNT]
- [PERCENTAGE]% due upon final delivery: [AMOUNT]

3.3 Invoices are payable within [NUMBER] days of receipt. Late payments will incur a fee of [PERCENTAGE]% per month on the outstanding balance.

3.4 Work will not commence, and files will not be released, until payment terms in this section have been satisfied.

4. Revisions

4.1 The fee includes [NUMBER] rounds of revisions per deliverable.

4.2 Additional revisions beyond this number will be billed at [HOURLY RATE] per hour or [FLAT FEE] per round.

4.3 Revision requests must be submitted in writing within [NUMBER] days of delivery.

5. Client Responsibilities

5.1 The Client agrees to provide necessary materials, content, feedback, and approvals in a timely manner to allow the Designer to meet the agreed timeline.

5.2 Delays caused by the Client's failure to provide materials or feedback may result in adjusted delivery dates.

6. Ownership and Usage Rights

6.1 Upon receipt of full payment, the Designer transfers to the Client all rights, title, and interest in the final approved deliverables for the purposes described in Section 1.

6.2 The Designer retains ownership of preliminary concepts, drafts, and any materials not selected or paid for by the Client.

6.3 The Designer reserves the right to display the completed work in their portfolio, website, and promotional materials, unless otherwise agreed in writing.

6.4 Any third-party assets (fonts, stock images, plugins) used in the Services remain subject to their original licensing terms.

7. Confidentiality

7.1 Both Parties agree to keep confidential any proprietary or sensitive information shared during the course of this Agreement and not to disclose it to third parties without written consent.

8. Independent Contractor Status

8.1 The Designer is an independent contractor and not an employee, agent, or partner of the Client. The Designer is responsible for their own taxes, insurance, and business expenses.

9. Cancellation and Termination

9.1 Either Party may terminate this Agreement with [NUMBER] days' written notice.

9.2 If the Agreement is terminated before completion, the Client will pay the Designer for all work completed up to the termination date, based on the payment schedule in Section 3.

9.3 Deposits are non-refundable unless otherwise agreed in writing.

10. Limitation of Liability

10.1 The Designer's total liability under this Agreement shall not exceed the total fees paid by the Client for the Services.

10.2 The Designer is not liable for indirect, incidental, or consequential damages arising from the use of the deliverables.

11. Dispute Resolution

11.1 Any disputes arising from this Agreement will first be addressed through good-faith negotiation between the Parties.

11.2 If unresolved, disputes will be settled in accordance with the laws of [STATE/PROVINCE/COUNTRY], with jurisdiction in [CITY/COUNTY].

12. Entire Agreement

12.1 This Agreement constitutes the entire understanding between the Parties and supersedes any prior agreements or discussions, whether written or oral, relating to the Services.

12.2 Any amendments to this Agreement must be made in writing and signed by both Parties.

Signatures

By signing below, both Parties agree to the terms outlined in this Agreement.

Designer

Signature: _____

Name: [DESIGNER NAME]

Date: [DATE]

Client

Signature: _____

Name: [CLIENT NAME]

Date: [DATE]