

GRAPHIC DESIGN CONTRACT

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This Graphic Design Contract (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[DESIGNER LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. sole proprietor / limited liability company] (or an individual residing at [DESIGNER ADDRESS]) ("**Designer**"); and

[CLIENT LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [CLIENT ADDRESS] ("**Client**").

Designer and Client are each a "**Party**" and together the "**Parties**."

Recitals. Client wishes to engage Designer to create certain graphic design work, and Designer wishes to perform that work, on the terms below. The specific design services are described in **Schedule A** (Project Brief). In consideration of the mutual promises below, the Parties agree as follows.

1. Scope of Services

1.1 **Services.** Designer will perform the graphic design services described in **Schedule A** (the "**Services**") and create the deliverables identified there (the "**Deliverables**"), with reasonable skill and care consistent with professional design standards.

1.2 **Project brief.** **Schedule A** describes the project, including the Deliverables, formats, dimensions or specifications, brand inputs, and any Client materials Designer will use. Client is responsible for the accuracy and lawfulness of materials it provides.

1.3 **Client responsibilities.** Client will provide timely access to brand assets, content, feedback, and approvals reasonably required for Designer to perform. Designer is not responsible for delays caused by Client's failure to meet these responsibilities, and timelines and fees may be equitably adjusted.

1.4 **Out of scope.** Work not described in **Schedule A**, including additional concepts, formats, or deliverables, is out of scope and requires a written change order under Section 5.

2. Process, Revisions, and Approval

2.1 **Concepts.** Designer will present [NUMBER, e.g. two (2)] initial concept directions for the Deliverables unless **Schedule A** states otherwise.

2.2 **Revisions.** The fee includes [NUMBER, e.g. two (2)] rounds of revisions to the selected concept. A "round" means a single consolidated set of written feedback from Client. Additional rounds are billed at Designer's rate of [RATE] or as stated in **Schedule A**.

2.3 **Approval.** Client will review each submission and provide consolidated written feedback or approval within [NUMBER, e.g. 5] business days. A Deliverable is deemed approved if Client does not respond within that period.

after Designer's written reminder.

2.4 **Final files.** On final approval and full payment, Designer will deliver the final production files in the formats stated in **Schedule A**.

3. Fees and Payment

3.1 **Fees.** Client will pay the fees stated in **Schedule A**, in **[CURRENCY, e.g. US dollars]** and exclusive of taxes.

3.2 **Deposit.** Client will pay a non-refundable deposit of **[e.g. 50% / AMOUNT]** before Designer begins work. The deposit is applied to the total fee.

3.3 **Invoicing and payment.** Designer will invoice Client **[ON MILESTONES / ON COMPLETION / AS STATED IN SCHEDULE A]**. Client will pay each undisputed invoice within **[NUMBER, e.g. 15]** days of the invoice date.

3.4 **Expenses.** Client will reimburse Designer for reasonable, pre-approved, documented expenses, such as stock assets, fonts, or printing, incurred for the project.

3.5 **Late payment.** Undisputed amounts not paid when due accrue interest at the lesser of **[e.g. 1.5%]** per month or the maximum rate permitted by applicable law. Designer may suspend work on **[NUMBER]** days' written notice if an undisputed invoice remains unpaid past its due date.

3.6 **Taxes.** Client is responsible for all sales, use, and similar taxes arising from the Services, except taxes based on Designer's net income.

4. Intellectual Property and Ownership

4.1 **Designer pre-existing IP.** Designer retains ownership of its pre-existing materials, methodologies, and general-purpose templates and tools ("**Designer Tools**").

4.2 **Assignment of Deliverables.** On Client's full payment of all fees, Designer assigns to Client all right, title, and interest in the final approved Deliverables created specifically for Client under this Agreement, excluding Designer Tools and Third-Party Materials.

4.3 **License to embedded tools.** To the extent any Designer Tools are embedded in a Deliverable, Designer grants Client a non-exclusive, perpetual, worldwide, royalty-free license to use them solely as part of that Deliverable.

4.4 **Third-party materials.** Stock images, fonts, and other licensed assets ("**Third-Party Materials**") remain subject to their own licenses. Designer will identify Third-Party Materials in **Schedule A** or on delivery, and Client is responsible for maintaining any required end-user licenses.

4.5 **Unused concepts.** Concepts and drafts not selected by Client remain the property of Designer, who may reuse them for other clients.

4.6 **Portfolio rights.** Designer may display the Deliverables and describe the project in its portfolio and marketing, unless **Schedule A** restricts this for confidentiality.

5. Change Orders

5.1 **Requests.** Either Party may request a change to the scope, Deliverables, or schedule. A requested change takes effect only when both Parties sign a written change order describing the change and its impact on fees and timeline.

5.2 No obligation until signed. Designer is not obligated to perform out-of-scope work until a change order is signed.

6. Term and Termination

6.1 Term. This Agreement begins on the Effective Date and continues until the Services are complete and accepted, unless terminated earlier.

6.2 Termination for convenience. Either Party may terminate on [NUMBER, e.g. 10] days' prior written notice. On termination for convenience, Client will pay for all Services performed and expenses incurred through the termination date, and the deposit is non-refundable.

6.3 Termination for cause. Either Party may terminate immediately on written notice if the other materially breaches and fails to cure within [NUMBER, e.g. 10] days after written notice describing the breach.

6.4 Effect on IP. Designer assigns rights in Deliverables under Section 4 only to the extent of work paid for, and Client may not use unpaid-for work product.

6.5 Survival. Sections 3 (for accrued amounts), 4, 7, 8, and 9 survive termination.

7. Representations and Warranties

7.1 By Designer. Designer represents that the Deliverables will be its original work or properly licensed, and that, to its knowledge, the Deliverables as delivered do not infringe a third party's intellectual property rights, excluding Client materials and Client-directed content.

7.2 By Client. Client represents that materials and content it provides are accurate, lawful, and do not infringe third-party rights, and that it has the right to use them.

7.3 Disclaimer. Except as expressly stated, the Deliverables are provided without other warranties, express or implied, including merchantability and fitness for a particular purpose.

8. Indemnification and Limitation of Liability

8.1 By Designer. Designer will defend Client against third-party claims that the Deliverables, as delivered by Designer and excluding Client materials, infringe that party's intellectual property rights, and will indemnify Client for resulting damages, subject to Section 8.3.

8.2 By Client. Client will defend Designer against third-party claims arising from Client materials, Client-directed content, or Client's use of the Deliverables outside the project scope, and will indemnify Designer for resulting damages.

8.3 Limitation. Neither Party is liable for indirect, incidental, special, consequential, or punitive damages. Except for the indemnification obligations and a Party's gross negligence or willful misconduct, each Party's total aggregate liability will not exceed the total fees paid or payable under this Agreement.

9. General Provisions

9.1 Independent contractor. Designer is an independent contractor. Nothing creates a partnership, joint venture, agency, or employment relationship.

9.2 Governing law and venue. This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in [COUNTY, STATE].

9.3 **Assignment.** Neither Party may assign this Agreement without the other's prior written consent, except to a successor in connection with a merger or sale of substantially all assets, on written notice.

9.4 **Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

9.5 **Force majeure.** Neither Party is liable for delay or failure caused by events beyond its reasonable control, provided it gives prompt notice and uses reasonable efforts to mitigate.

9.6 **Entire agreement; amendment.** This Agreement, together with **Schedule A** and any change orders, is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

9.7 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

9.8 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

Schedule A — Project Brief

- **Project description:** [DESCRIPTION] - **Deliverables:** [LIST — e.g. brand mark, social templates, brochure] - **Formats / specifications:** [e.g. AI, PDF, PNG; dimensions] - **Concepts presented:** [NUMBER] - **Revision rounds included:** [NUMBER] - **Brand inputs / Client materials:** [LIST] - **Third-Party Materials (stock, fonts):** [LIST] - **Timeline / milestones:** [DATES] - **Fees, deposit, and payment schedule:** [AMOUNTS AND TERMS] - **Portfolio / confidentiality:** [permitted / restricted]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

DESIGNER	CLIENT
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE or N/A]	Title: [TITLE]
Date: _____	Date: _____

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