

LOGO DESIGN AGREEMENT

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This Logo Design Agreement (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 design a logo and related brand identity assets, and Designer wishes to perform that work, on the terms below. The project is described in **Schedule A** (Logo Brief). In consideration of the mutual promises below, the Parties agree as follows.

1. Scope of the Logo Project

1.1 Services. Designer will design a primary logo and the related assets described in **Schedule A** (the "**Services**"; the resulting assets, the "**Logo Assets**") with reasonable skill and care consistent with professional design standards.

1.2 Logo brief. **Schedule A** describes the project, including the business name, intended use, style direction, color preferences, and any required formats or variations (such as horizontal, stacked, icon-only, or monochrome versions).

1.3 Client responsibilities. Client will provide timely access to its business name, any existing brand materials, feedback, and approvals. 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. Brand applications beyond the Logo Assets (such as full brand guidelines, stationery, packaging, or websites) are out of scope and require a written change order under Section 5.

2. Concepts, Revisions, and Approval

2.1 Initial concepts. Designer will present [NUMBER, e.g. three (3)] initial logo concepts 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 one consolidated set of written feedback. Additional rounds are billed at [RATE] or as stated in **Schedule A**.

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

Designer's written reminder.

2.4 Final delivery. On final approval and full payment, Designer will deliver the final Logo Assets in the formats stated in **Schedule A** (such as vector AI or EPS, SVG, PNG, and PDF), including the agreed variations and color formats.

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 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.

3.5 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 Assignment of final logo. On Client's full payment of all fees, Designer assigns to Client all right, title, and interest in the final approved Logo Assets, excluding Designer Tools and Third-Party Materials, so that Client may use, modify, and register the logo as its own brand identity.

4.2 Designer tools. Designer retains ownership of its pre-existing materials, methodologies, and general-purpose templates and tools ("**Designer Tools**"). To the extent any Designer Tools are embedded in the Logo Assets, Designer grants Client a non-exclusive, perpetual, worldwide, royalty-free license to use them as part of the Logo Assets.

4.3 Fonts and third-party materials. Typefaces, stock elements, and other licensed assets ("**Third-Party Materials**") remain subject to their own licenses. Designer will identify Third-Party Materials and any font licensing Client must obtain for its intended use.

4.4 Unused concepts. Logo concepts not selected by Client remain the property of Designer, who may reuse or repurpose them, provided Designer does not use the final Logo Assets assigned to Client.

4.5 Trademark. Client is responsible for conducting any trademark search and for registering the logo as a trademark. Designer does not warrant that the logo is available for trademark registration or free of conflict with existing marks.

4.6 Portfolio rights. After the logo is publicly launched, Designer may display the Logo Assets and describe the project in its portfolio and marketing, unless **Schedule A** restricts this.

5. Change Orders

5.1 Requests. Either Party may request a change to 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 Logo Assets are delivered 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, Client will pay for all Services performed through the termination date, and the deposit is non-refundable. Designer assigns rights only in work that has been paid for.

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 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 final Logo Assets will be its original work or properly licensed and that, to its knowledge, they do not copy a third party's existing logo or copyrighted work, excluding Client-directed content.

7.2 By Client. Client represents that the business name and any materials it provides are accurate and that it has the right to use them.

7.3 Disclaimer. Except as expressly stated, the Logo Assets are provided without other warranties, express or implied, including any warranty of trademark availability, merchantability, or 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 final Logo Assets, as delivered by Designer and excluding Client materials, infringe that party's copyright, and will indemnify Client for resulting damages, subject to Section 8.3. This excludes trademark conflicts, which are addressed in Section 4.5.

8.2 By Client. Client will defend Designer against third-party claims arising from Client materials, the business name, or Client's use of the Logo Assets, 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 **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.

9.6 **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.

9.7 **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 — Logo Brief

- **Business / brand name:** [NAME] - **Intended use:** [e.g. website, signage, packaging] - **Style direction / references:** [DESCRIPTION] - **Color preferences:** [DESCRIPTION] - **Required variations:** [e.g. horizontal, stacked, icon, monochrome] - **Delivery formats:** [e.g. AI, EPS, SVG, PNG, PDF] - **Concepts presented:** [NUMBER] - **Revision rounds included:** [NUMBER] - **Third-Party Materials / fonts:** [LIST] - **Timeline / milestones:** [DATES] - **Fees, deposit, and payment schedule:** [AMOUNTS AND TERMS] - **Portfolio rights:** [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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