



# PROPOSAL KIT SAMPLE

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## GRAPHIC DESIGN AGREEMENT

THIS AGREEMENT is made this <<CurrentDay>> day of <<CurrentMonth>>, <<CurrentYear>> by and between <<Company>> ("Designers") and <<CustCompany>> ("Customer").

### Terms and Agreements

In consideration of the mutual covenants set forth in this Agreement, Customer and Designers hereby agree as follows:

#### 1. Description of the Project ("Specifications").

Designers agree to develop the Project according to the terms listed on Exhibit B attached hereto.

#### 2. Additional Editing and Changes.

Any requested changes to the Specifications shall constitute additional editing and incur additional charges or fees. Additional charges for editing and changes shall be billed at <<HourlyRate>> per hour. All additional changes must be submitted and approved by both parties in writing by approved Contract Change form.

#### 3. Delivery of Project.

Designers will use all reasonable efforts in the development of the Project and endeavor to complete and deliver to Customer all files, media and materials related to the Project no later than <<DeliveryDate>> by an approved party provided that payment and all requested instructions and material have been received by Designers from Customer. Any delay in the completion of the Project due to actions or negligence of Customer, transportation delays, illness, or circumstances outside the control of Designers may alter the delivery date. Designers will make reasonable effort to notify Customer of any delays to the estimated delivery date as soon as possible.

Designers Initials \_\_\_\_\_ Customer Initials\_\_\_\_\_

### 3.1 Proofs.

Proofs will be presented for Customer approval at each stage of development. If revisions are required, a request must be made when proofs are returned to Designers. Two (2) rounds of edits, based upon Customer's feedback will constitute acceptable delivery unless otherwise agreed upon in writing by both Designers and Customer. The total number of Proofs provided to Customer shall number << Insert Number of Design Proofs >> unless otherwise determined in the Specifications.

### 3.2 Reproduction of Project. (Check all that apply)

Upon successful completion of all compensation terms and outstanding balances owed to Designers.

Customer is granted full and unlimited reproduction rights to the Project.

Customer is granted a one-time, limited use reproduction right for the Project in exchange for the compensation paid to Designers. The Project shall not be reproduced in any format without the written consent of Designers.

Designers retain the right to reproduce the Project in any form for marketing, future publications, competitions or other promotional uses. Designers shall at no time reproduce the Project for use in commercial means or for-profit use.

### 4. Ownership of Artwork and Source Files.

Except for Customer's Proprietary Material (defined below) contained in the Project, Designers shall hold all right, title, and interest in all original artwork, whether in draft, mock-up, concept or final development for the Project. Specifically, but without limitation, Designers shall hold all right, title, and interest in and to (1) all text, graphics or digital components of the Project (the "Content"), (2) all layouts, logos, structures or arrangements or other components of any materials presented to Customer that comprises the Project, (3) all literal and nonliteral expressions of ideas that operate, cause, create, direct, manipulate,

Designers Initials \_\_\_\_\_ Customer Initials \_\_\_\_\_

access, or otherwise affect the Content, and (4) all copyrights, patents, trade secrets, and other intellectual or industrial property rights in the Project or any component or characteristic thereof. Customer shall not do anything that may infringe upon or in any way undermine Designers' right, title, and interest in the Project, as described in this Paragraph 4. Notwithstanding the above, Customer shall retain and, Designers shall have no proprietary rights whatsoever in all of Customer's intellectual property rights in any and all text, images or other components and/or materials owned by Customer, or which Customer has the legal right to use, that are delivered to Designers, including but not limited to software, related documentation, Customer marketing material, logos, and tag lines ("Customer's Proprietary Material"). Designers agree that they shall not use Customer's Proprietary Material for any other purpose than those expressly set forth in this Agreement.

## **5. Compensation.**

In return for the Projects that are completed and delivered under this Agreement and Exhibit B, Customer shall compensate Designers, pursuant to the terms of Exhibit A attached hereto. In the event Customer fails to make any of the payments referenced in Exhibit A by the deadline set forth in Exhibit A, Designers have the right, but are not obligated, to pursue any or all of the following remedies: (1) terminate the Agreement, (2) withhold all files, artwork, source, commitments or any other service to be performed by Designers for Customer, (3) bring legal action. Customer is fully responsible for all material costs as outlined in Exhibit A, and accepts responsibility for all additional material costs that Designers may incur in the development of this Project.

## **6. Confidentiality.**

Customer and Designers acknowledge and agree that the Specifications and all other documents and information related to the development of the Project, excluding however, Customer's Proprietary Material, (the "Confidential Information") will constitute valuable trade secrets of Designers. Customer shall keep the Confidential Information in confidence and shall not, at any time during or after the term of this Agreement, without Designers' prior written consent, disclose or otherwise make available to anyone, either directly or indirectly, all or any

part of the Confidential Information.

## **7. Limited Warranty and Limitation on Damages.**

Designers warrant the Project will conform to the Specifications. If the Project does not conform to the Specifications, Designers shall be responsible for the timely correction of the Project, at Designers' sole expense and without charge to Customer, to bring the Project into conformance with the Specifications. This warranty shall be the exclusive warranty available to Customer. Customer waives any other warranty, express or implied. Customer acknowledges that Designers are not responsible for the results obtained by Customer's use of any part of the Project. Customer acknowledges that Designers are not responsible for fixing any problems, errors or omissions on the Project, once mass produced or after Customer has tested, proofed and approved the Project ("Sign off") in writing. Except as otherwise expressly stated herein, Customer waives

# **DEMO CONTRACT**

**This demo contract has been truncated. The complete 5 page editable version of this document is available in the Contract Pack template collections**

<https://www.proposalkit.com/htm/legal-contract-templates/graphics-printing-contracts/graphic-design-contract.htm>

**Once you purchase, download and install a retail Contract Pack that includes this contract, the complete version of this contract will be inserted into your project.**

Designers Initials \_\_\_\_\_ Customer Initials\_\_\_\_\_

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This sample has been truncated to only show the first part. The complete editable version of this contract is included in Proposal Kit Professional and Contract Pack products found at:

[ProposalKit.com/htm/proposal-software-products.htm](http://ProposalKit.com/htm/proposal-software-products.htm)

