

DESIGN AGREEMENT

Parties: _____

Client Information:

Full Name / Company: _____

Address: _____

Phone / Email: _____

Designer Information:

Full Name / Company: _____

Address: _____

Phone / Email: _____

Project Description:

Provide a brief description of the design services to be performed:

Agreement Terms and Conditions:

1. Scope of Work

Designer agrees to perform design services as described in the Project Description and any attached exhibits or schedules, in a professional and workmanlike manner.

2. Deliverables

Designer shall deliver to Client all design work products, drafts, final designs, and other materials as agreed upon in writing and subject to the terms herein.

3. Compensation and Payment

Client shall pay Designer the agreed fees as set forth in this Agreement. Payments shall be made according to the schedule or milestones defined in the attached payment schedule.

4. Changes and Revisions

Client may request reasonable revisions to the design work. Additional fees may apply for revisions beyond the scope of work originally agreed.

5. Intellectual Property Rights

Unless otherwise agreed in writing, Designer retains all intellectual property rights in the design work. Client is granted a license to use the delivered designs for the intended purposes outlined in this Agreement.

6. Confidentiality

Both parties agree to maintain the confidentiality of any proprietary or confidential information disclosed during the course of this Agreement.

7. Term and Termination

This Agreement shall remain in effect until completion of the services or until terminated by either party with written notice. Upon termination, Client shall pay for all services performed and expenses incurred up to the termination date.

8. Warranties and Representations

Designer represents that services will be performed in accordance with generally accepted industry standards. Designer makes no other warranties, expressed or implied.

9. Limitation of Liability

To the maximum extent permitted by law, Designer's liability for any claim arising out of or relating to this Agreement shall not exceed the total fees paid by Client.

10. Indemnification

Client agrees to indemnify, defend, and hold Designer harmless from any claims, damages, or liabilities arising from Client's use of the design work.

11. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to conflict of law principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____.

12. Entire Agreement

This Agreement, including all exhibits and schedules, constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, or agreements.

13. Amendments

Any amendments or modifications to this Agreement must be in writing and signed by both parties.

14. Force Majeure

Neither party shall be liable for delays or failure to perform due to causes beyond their reasonable control, including acts of God, war, terrorism, strikes, or governmental actions.

15. Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by certified mail, or by nationally recognized overnight courier to the addresses set forth above.

16. Independent Contractor

Designer is an independent contractor and not an employee, partner, or agent of Client.

17. Severability

If any provision of this Agreement is found invalid or unenforceable, the remaining provisions shall remain in full force and effect.

18. Waiver

No waiver of any breach or default shall be deemed a waiver of any subsequent breach or default.

19. Assignment

Neither party may assign this Agreement without the prior written consent of the other party.

20. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

CLIENT'S SIGNATURE

DESIGNER'S SIGNATURE

Signature: _____

Signature: _____

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