

GRAPHIC DESIGN SERVICES AGREEMENT

Location: _____ Date: _____

Client Information:

Full Name / Company: _____

Address: _____

Phone / Email: _____

Designer Information:

Full Name / Company: _____

Address: _____

Phone / Email: _____

Project Description:

Designer shall provide graphic design services as described herein, which may include but are not limited to branding, logo design, marketing materials, digital graphics, and other agreed deliverables.

Scope of Work:

Designer agrees to perform the services outlined in the attached Schedule A (Scope of Work). Any additional services beyond the scope shall require written agreement and additional fees.

Compensation and Payment:

Client agrees to pay Designer the total fee set forth in Schedule B (Payment Terms). Payment is due upon invoicing as specified in Schedule B. Late payments may incur interest or suspension of services.

Delivery and Acceptance:

Designer shall deliver final design files to Client in agreed formats. Client shall have ____ days to review and request reasonable revisions. Acceptance shall be deemed upon Client's written approval or failure to respond within the review period.

Intellectual Property Rights:

Designer retains ownership of all original artwork and preliminary materials. Upon full payment, Designer grants Client a non-exclusive, perpetual, worldwide license to use the final deliverables for intended purposes. Designer may use the work for portfolio and self-promotion.

Confidentiality:

Both parties agree to keep confidential any proprietary or sensitive information disclosed during the course of this Agreement and not to disclose such information to third parties without prior consent, except as required by law.

Warranties and Representations:

Designer represents that the services will be performed in a professional manner and that the final work will not infringe upon the rights of any third party. Client represents that all materials provided to Designer are owned or licensed for use.

Limitation of Liability:

In no event shall either party be liable for any indirect, incidental, consequential, or punitive damages arising out of or related to this Agreement. Designer's total liability shall not exceed the total compensation received under this Agreement.

Termination:

Either party may terminate this Agreement upon written notice if the other party materially breaches any term and fails to cure within ____ days. Upon termination, Client shall pay Designer for all work completed up to termination date.

Indemnification:

Each party agrees to indemnify and hold harmless the other from any claims, damages, losses, or expenses arising from breach of this Agreement or negligence, except to the extent caused by the other party's gross negligence or willful misconduct.

Governing Law and Dispute Resolution:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to conflict of laws principles. The parties agree to submit to the exclusive jurisdiction of state and federal courts located in _____ County, _____ for any disputes arising out of or relating to this Agreement.

Severability:

If any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be replaced with a valid provision reflecting the original intent as closely as possible.

Entire Agreement:

This Agreement, including all attachments and schedules, constitutes the entire understanding between the parties and supersedes all prior agreements or understandings, whether written or oral, relating to the subject matter herein. Amendments must be made in writing and signed by both parties.

Notices:

All notices under this Agreement must be in writing and shall be deemed given when delivered personally, sent by nationally recognized overnight courier, certified mail return receipt requested, or by electronic means with confirmation of receipt, to the parties' addresses listed above or such other address as either party may designate in writing.

Waiver:

Failure or delay by either party in exercising any right under this Agreement shall not constitute a waiver of that right unless in writing. A waiver on one occasion shall not constitute a waiver on any other occasion.

CLIENT SIGNATURE

DESIGNER SIGNATURE

Signature: _____

Signature: _____

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