

[Click Here](#)



[illegible]

straightforward Graphic Design Contract. A Graphic Design Contract is a legal document that outlines the terms of service between a graphic designer and their client. It ensures both parties understand the scope of work, payment details, and rights to the artwork. This contract serves as a mutual agreement, setting clear expectations to prevent misunderstandings and disputes. Its a safety net for both the designer and the client, ensuring a smooth collaboration. Having a contract in place is essential for any professional relationship. It provides a clear framework for the project and helps maintain a professional tone throughout the working relationship. It clarifies the project requirements and deliverables. It outlines the payment terms and schedule. It protects the rights and interests of both parties. It serves as a reference in case of disagreements. When entering into a graphic design contract, its crucial to grasp the legal implications that protect both the designer and the client. Heres a deeper dive into the key legal aspects: Ownership is a critical component, determining who holds the legal rights to the created work. Typically, the designer retains ownership of their designs, while the client is granted a license to use the work for specific purposes outlined in the contract. Licensing can vary greatly depending on the agreement. It may be exclusive, non-exclusive, or even a one-time use license. The contract should clearly state the extent of the clients usage rights, whether for digital, print, or commercial use. The contract must detail the revision policy, including the number of revisions included in the initial agreement and the cost of additional changes. It should also distinguish between minor revisions and significant alterations that may require additional fees. A clear cancellation policy is essential to outline the conditions under which either party can terminate the contract. This includes notice periods, refund policies, and compensation for work completed up to the point of cancellation. In the event of a disagreement, the contract should specify the dispute resolution process. This might include mediation, arbitration, or legal action, and should state the governing law and jurisdiction. Graphic design projects often involve sensitive information. Confidentiality clauses ensure that both parties agree not to disclose any proprietary information shared during the course of the project. Some people think contracts are only for large projects or corporate clients. However, contracts are important for any size project to ensure everyones expectations are aligned. A well-crafted contract is the foundation of a successful freelance career. It not only protects your work but also demonstrates your professionalism to clients. Start by completing the basic information. Enter the [EFFECTIVE DATE] which is the date from which this agreement is effective. Fill in [CLIENT NAME] and [CLIENT ADDRESS] to identify the client, and [DESIGNER NAME] and [DESIGNER ADDRESS] for the designer. Example: If the agreement starts on March 1, 2024, and the client is XYZ Corp at 123 Business Rd, with the designer being Jane Doe at 456 Creative Ave, youll fill these sections accordingly. In the section under PARTIES, describe in detail the services to be provided by the designer. Be specific about the tasks, like logo design, branding, or website graphics. Then, specify the deadline for service delivery where it says on or before _____. For example, if the designer is to create a logo and branding materials by April 30, 2024, state this clearly. Under APPROVALS, agree on an expense threshold that requires client consent. This means if the designer needs to spend over a certain amount, they must get approval from the client. Fill in this amount where it says that exceed _____. For instance, you might agree that any expense over \$500 needs client approval. In the FEES section, detail the total cost and payment structure. Include amounts and due dates for initial and final payments. For example, if the total cost is \$2000, with \$500 due at signing and the rest upon completion, youll note these details accordingly. Understand the termination conditions listed under TERMINATION. Note that the agreement can end if theres a breach not remedied in 7 days, or automatically upon completion of services. Ensure these terms are clear and acceptable. Check all filled sections for accuracy. Both parties must sign and date the contract at the SIGNATURE AND DATE section to validate the agreement. Ensure all [VARIABLES] are correctly filled and the document reflects a mutual understanding of the terms. This Contract is between Client (the "Client") and Acme LLC (the "Designer").The Contract is dated [DATEBOTHPARTIESSIGN].1. WORK AND PAYMENT.1.1 Project. The Client is hiring the Designer to do the following: Building a design wireframe for the cms1.2 Schedule. The Designer will begin work on December 09, 2022 and will continue until the work is completed. This Contract can be ended by either Client or Designer at any time, pursuant to the terms of Section 6, Term and Termination.1.3 Payment. The Client will pay the Designer a rate of [PROJECT RATE] per hour. Of this, the Client will pay the Designer [DEPOSIT AMOUNT] before work begins.1.4 Expenses. The Client will reimburse the Designer's expenses. Expenses do not need to be pre-approved by the Client.1.5 Invoices. The Designer will invoice the Client every two weeks. The Client agrees to pay the amount owed within 15 days of receiving the invoice. Payment after that date will incur a late fee of [LATE FEE PERCENTAGE]% per month on the outstanding amount.1.6 Support. The Designer will not provide support for any deliverable once the Client accepts it, unless otherwise agreed in writing.2. OWNERSHIP AND LICENSES.2.1 Client Owns All Work Product. As part of this job, the Designer is creating work product for the Client. To avoid confusion, work product is the finished product, as well as drafts, notes, materials, mockups, hardware, designs, inventions, patents, code, and anything else that the Designer works on that is, conceives, creates, designs, develops, invents, works on, or reduces to practice as part of this project, whether before the date of this Contract or after. The Designer hereby gives the Client this work product once the Client pays for it in full. This means the Designer is giving the Client all of its rights, titles, and interests in and to the work product (including intellectual property rights), and the Client will be the sole owner of it. The Client can use the work product however it wants or it can decide not to use the work product at all. The Client, for example, can modify, destroy, or sell it, as it sees fit.2.2 Designers Use Of Work Product. Once the Designer gives the work product to the Client, the Designer does not have any rights to it, except those that the Client explicitly gives the Designer here. The Client gives permission to use the work product as part of portfolios and websites, in galleries, and in other media, so long as it is to showcase the work and not for any other purpose. The Client does not give permission to sell or otherwise use the work product to make money or for any other commercial use. The Client is not allowed to take back this license, even after the Contract ends.2.3 Designers Help Securing Ownership. In the future, the Client may need the Designers help to show that the Client owns the work product or to complete the transfer. The Designer agrees to help with that. For example, the Designer may have to sign a patent application. The Designer will not provide support for any deliverable once the Client accepts it, unless otherwise agreed in writing.2.4 Designers IP That Is Not Work Product. During the course of this project, the Designer might use intellectual property that the Designer owns or has licensed from a third party, but that does not qualify as work product. This is called background IP. Possible examples of background IP are pre-existing code, type fonts, properly-licensed stock photos, and web application tools. The Designer is not giving the Client this background IP. But, as part of the Contract, the Designer is giving the Client a right to use and license (with the right to sublicense) the background IP to develop, market, sell, and support the Clients products and services. The Client may use this background IP worldwide and free of charge, but it cannot transfer its rights to the background IP (except as allowed in Section 11.1 (Assignment)). The Client cannot sell or license the background IP separately from its products or services. The Designer cannot take back this grant, and this grant does not end when the Contract is over.2.5 Designers Right To Use Client IP. The Designer may need to use the Clients intellectual property to do its job. For example, if the Client is hiring the Designer to build a website, the Designer may have to use the Clients logo. The Client agrees to let the Designer use the Clients intellectual property and other intellectual property that the Client controls to the extent reasonably necessary to do the Designers job. Beyond that, the Client is not giving the Designer any intellectual property rights, unless specifically stated otherwise in this Contract.3. COMPETITIVE ENGAGEMENTS. The Designer wont work for a competitor of the Client until this Contract ends. To avoid confusion, a competitor is any third party that develops, manufactures, promotes, sells, licenses, distributes, or provides products or services that are substantially similar to the Clients products or services. A competitor is also a third party that plans to do any of those things. The one exception to this restriction is if the Designer asks for permission beforehand and the Client agrees to it in writing. If the Designer uses employees or subcontractors, the Designer must make sure they follow the obligations in this paragraph, as well.4. NON-SOLICITATION. Until this Contract ends, the Designer wont: (a) encourage Client employees or service providers to stop working for the Client; (b) encourage Client customers or clients to stop doing business with the Client; or (c) hire anyone who worked for the Client over the 12-month period before the Contract ended. The one exception is if the Designer puts out a general ad and someone who happened to work for the Client responds. In that case, the Designer may hire that candidate. The Designer promises that it wont do anything in this paragraph on behalf of itself or a third party.5. REPRESENTATIONS.5.1 Overview. This section contains important promises between the parties.5.2 Authority To Sign. Each party promises to the other party that it has the authority to enter into this Contract and to perform all of its obligations under this Contract.5.3 Designer Has Right To Give Client Work Product. The Designer promises that it owns the work product, that the Designer is able to give the work product to the Client, and that no other party will claim that it owns the work product. If the Designer uses employees or subcontractors, the Designer also promises that these employees and subcontractors have signed contracts with the Designer giving the Designer any rights that the employees or subcontractors have related to the Designers background IP and work product.5.4 Designer Will Comply With Laws. The Designer promises that the manner it does this job, its work product, and any background IP it uses comply with applicable U.S. and foreign laws and regulations.5.5 Work Product Does Not Infringe. The Designer promises that its work product does not and will not infringe on someone elses intellectual property rights, that the Designer has the right to let the Client use the background IP, and that this Contract does not and will not violate any contract that the Designer has entered into or will enter into with someone else.5.6 Client Will Review Work. The Client promises to review the work product, to be reasonably available to the Designer if the Designer has questions regarding this project, and to provide timely feedback and decisions.5.7 Client-Supplied Material Does Not Infringe. If the Client provides the Designer with material to incorporate into the work product, the Client promises that this material does not infringe on someone elses intellectual property rights.6. TERM AND TERMINATION. This Contract is ongoing until the work is completed. Either party may end this Contract for any reason by sending an email or letter to the other party, informing the recipient that the sender is ending the Contract and that the Contract will end in 7 days. The Contract officially ends once that time has passed. The party that is ending the Contract must provide notice by taking the steps explained in Section 11.4. The Designer must immediately stop working as soon as it receives this notice, unless the notice says otherwise. The Client will pay the Designer for the work done up until when the Contract ends and will reimburse the Designer for any agreed-upon, non-cancellable expenses. The following sections dont end even after the Contract ends: 2 (Ownership and Licenses); 3 (Competitive Engagements); 4 (Non-Solicitation); 5 (Representations); 8 (Confidential Information); 9 (Limitation of Liability); 10 (Indemnity); and 11 (General).7. INDEPENDENT CONTRACTOR. The Client is hiring the Designer as an independent contractor. The following statements accurately reflect their relationship:The Designer will use its own equipment, tools, and material to do the work.The Client will not control how the job is performed on a day-to-day basis. Rather, the Designer is responsible for determining when, where, and how it will carry out the work.The Client will not provide the Designer with any training.The Client and the Designer do not have a partnership or employer-employee relationship.The Designer cannot enter into contracts, make promises, or act on behalf of the Client.The Designer is not entitled to the Clients benefits (e.g., group insurance, retirement benefits, retirement plans, vacation days).The Designer is responsible for its own taxes.The Client will not withhold social security and Medicare taxes or make payments for disability insurance, unemployment insurance, or workers compensation for the Designer or any of the Designers employees or subcontractors.8. CONFIDENTIAL INFORMATION.8.1 Overview. This Contract imposes special restrictions on how the Client and the Designer must handle confidential information. These obligations are explained in this section.8.2 The Clients Confidential Information. While working for the Client, the Designer may come across, or be given, Client information that is confidential. This is information like customer lists, business strategies, research & development notes, statistics about a website, and other information that is private. The Designer promises to treat this information as if it is the Designers own confidential information. The Designer may use this information to do its job under this Contract, but not for anything else. For example, if the Client lets the Designer use a customer list to send out a newsletter, the Designer cannot use those email addresses for any other purpose. The one exception to this is if the Client gives the Designer written permission to use the information for another purpose, the Designer may use the information for that purpose, as well. When this Contract ends, the Designer must give back or destroy all confidential information, and confirm that it has done so. The Designer promises that it will not share confidential information with a third party, unless the Client gives the Designer written permission first. The Designer must continue to follow these obligations, even after the Contract ends. The Designers responsibilities only stop if the Designer can show any of the following: (i) that the information was already public when the Designer came across it; (ii) the information became public after the Designer came across it, but not because of anything the Designer did or didnt do; (iii) the Designer already knew the information when the Designer came across it and the Designer didnt have any obligation to keep it secret; (iv) a third party provided the Designer with the information without requiring that the Designer keep it a secret; or (v) the Designer created the information on its own, without using anything belonging to the Client.8.3 Third-Party Confidential Information. Its possible the Client and the Designer each have access to confidential information that belongs to third parties. The Client and the Designer each promise that it will not share with the other party confidential information that belongs to third parties, unless it is allowed to do so. If the Client or the Designer is allowed to share confidential information with the other party and does so, the sharing party promises to tell the other party in writing of any special restrictions regarding that information.9. LIMITATION OF LIABILITY. Neither party is liable for breach-of-contract damages that the breaching party could not reasonably have foreseen when it entered this Contract.10. INDEMNITY.10.1 Overview. This section transfers certain risks between the parties if a third party sues or goes after the Client or the Designer or both. For example, if the Client gets sued for something that the Designer did, then the Designer may promise to come to the Clients defense or to reimburse the Client for any losses.10.2 Client Indemnity. In this Contract, the Designer agrees to indemnify the Client (and its affiliates and their directors, officers, employees, and agents) from and against all liabilities, losses, damages, and expenses (including reasonable attorneys fees) related to a third-party claim or proceeding arising out of: (i) the work the Designer has done under this Contract; (ii) a breach by the Designer of its obligations under this Contract; or (iii) a breach by the Designer of the promises it is making in Section 5 (Representations).10.3 Designer Indemnity. In this Contract, the Client agrees to indemnify the Designer (and its affiliates and their directors, officers, employees, and agents) from and against liabilities, losses, damages, and expenses (including reasonable attorneys fees) related to a third-party claim or proceeding arising out of a breach by the Client of its obligations under this Contract.11. GENERAL.11.1 Assignment. This Contract applies only to the Client and the Designer. The Designer cannot assign its rights or delegate its obligations under this Contract to a third-party (other than by will or intestate), without first receiving the Clients written permission. In contrast, the Client may assign its rights and delegate its obligations under this Contract without the Designers permission. This is necessary in case, for example, another Client buys out the Client or if the Client decides to sell the work product that results from this Contract.11.2 Arbitration. As the exclusive means of initiating adversarial proceedings to resolve any dispute arising under this Contract, a party may demand that the dispute be resolved by arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules.11.3 Modification, Waiver. To change anything in this Contract, the Client and the Designer must agree to that change in writing and sign a document showing their contract. Neither party can waive its rights under this Contract or release the other party from its obligations under this Contract, unless the waiving party acknowledges it is doing so in writing and signs a document that says so.11.4 Notices.(a) Over the course of this Contract, one party may need to send a notice to the other party. For the notice to be valid, it must be in writing and delivered in one of the following ways: personal delivery, email, or certified or registered mail (postage prepaid, return receipt requested). The notice must be delivered to the partys address listed at the end of this Contract or to another address that the party has provided in writing as an appropriate address to receive notice. (b) The timing of when a notice is received can be very important. To avoid confusion, a valid notice is considered received as follows: (i) if delivered personally, it is considered received immediately; (ii) if delivered by email, it is considered received upon acknowledgement of receipt; (iii) if delivered by registered or certified mail (postage prepaid, return receipt requested), it is considered received upon receipt as indicated by the date on the signed receipt. If a party refuses to accept notice or if notice cannot be delivered because of a change in address for which no notice was given, then it is considered received when the notice is rejected or unable to be delivered. If the notice is received after 5:00pm on a business day at the location specified in the address for that party, or on a day that is not a business day, then the notice is considered received at 9:00am on the next business day.11.5 Severability. This section deals with what happens if a portion of the Contract is found to be unenforceable. If thats the case, the unenforceable portion will be changed to the minimum extent necessary to make it enforceable, unless that case, for example, another Client buys out the Client or if the Client decides to sell the work product that results from this Contract.11.6 Signatures. The Client and the Designer must sign this document using Bonsai e-signing system. These electronic signatures count as originals for all purposes.11.7 Governing Law. The laws of the state of Illinois govern the rights and obligations of the Client and the Designer under this Contract, without regard to conflict of law principles of that state.11.8 Entire Contract. This Contract represents the parties final and complete understanding of this job and the subject matter discussed in this Contract. This Contract supersedes all other contracts (both written and oral) between the parties. THE PARTIES HERETO AGREE TO THE FOREGOING AS EVIDENCED BY THEIR SIGNATURES BELOW.The content of your graphic designer contract will likely vary depending on your project, business, and expectations. However, every graphic designer contract should include several key elements that will ensure both parties are on the same page when work begins. These includeContact information for the designer and the clientDefinition of workCost of work and payment termsProject timelineTermination clauseCopyright and intellectual property protection detailsDelivery of workDated signaturesTo be sure you dont miss any of this information while creating your contract, consider using a graphic designer contract template. Using a template ensures you have a strong foundation that includes vital details. You can then customize the template to fit your needs.2) How does a graphic designer contract work?Graphic designer contracts are legally binding documents that outline the scope of work, price, and expectations between a graphic designer and their clients. Freelance graphic designers typically use these contracts to make sure the details of a project are clear to both parties.Graphic designers and their clients work together to identify the full scope of a project, calculate costs, estimate deadlines, and then sign a contract to secure a working relationship. By laying out the requirements for a project, designers and their clients remain on the same page from start to finish.3) What are the important elements of a graphic designer contract?There are a few key elements of a graphic designer contract to include if you want to clearly communicate expectations. Failure to include these points could result in conflict down the line. The most important elements of a graphic designer contract includeDefinition of work: This clearly defines the parameters of your upcoming work.Copyright and intellectual property protection: This ensures your client understands that although they may own your work, you still have the right to use it for your portfolio. This protects both you and your clients.Price and payment terms: These terms help ensure your client will pay you the amount you expect and when you expect it, including any adjustments that may be required due to unforeseen changes or updates.Termination clause: A termination clause outlines the time parameters of your work for a particular client. It also outlines how either party may terminate the contract early. While all elements of a graphic designer contract are vital, these specifically are meant to protect your rights as a designer.4) Who needs a graphic designer contract?A graphic designer contract is an essential part of any business conducted with a graphic designer. Whether youre the designer performing work or youre commissioning a designer for work, these documents are vital to your projects success.Some common users of graphic designer contracts includeFreelance graphic designersMarketing agenciesBrandsSmall businessesAdvertising agenciesPublic relations firmsA graphic designer contract protects your business and clearly outlines the scope, cost, and timeline of your project. These contracts help you avoid misunderstandings and provide a single reference point in case of potential issues.5) How do I create a graphic designer contract?The easiest way to create a graphic designer contract is to start with a template, like this graphic designer contract template in Jotform Sign. Jotforms e-signature tool. To create a contract, follow these simple steps:Click Use Template to open the template in Jotform Sign.Add additional form fields (like additional signature fields, names of signers, etc.) by clicking +Add Fields on the left.Click the Edit template icon on the right to customize the contract text, change the design to match your brand, and more.When youre ready to share the contract with your clients (or with a designer), click the Send tab to share it by email directly from Jotform.6) How do I customize a graphic designer contract template?To customize this graphic designer template, click Use Template to get started. Use your template as a foundation for the key information you need to include, but update the body copy, logos, visuals, and title to fit your unique needs. You can even add additional fields, change background colors, add images, and more.If you have a template youve found online or used in the past that you want to customize, upload it to Jotforms PDF Editor. Once youve uploaded it, edit form fields, update colors, and even add e-signature capabilities to make sure your template works for your business. Whether youre a freelance graphic designer or hiring one for your project, having a well-structured contract is essential to ensure a smooth and successful collaboration. Our free template provides a solid foundation for creating your own customized contract, tailored to your specific needs. +3+3 A Graphic Design Contract is a legally binding agreement between a graphic designer and a client. It covers important aspects of the design project, such as the scope of work, payment terms, project timelines, and intellectual property rights. This contract serves as a crucial document that establishes clear expectations, protects both parties and minimizes potential conflicts. In essence, a Graphic Design Contract provides a framework for a successful collaboration between the graphic designer and the client. It ensures that everyone involved understands their roles, responsibilities, and the overall project parameters. By having a well-defined contract in place, both the designer and the client can have peace of mind knowing that their interests are protected and the project will proceed smoothly. Free Editable Graphic Design Contract Sample Access our free Graphic Design Contract sample to safeguard your interests. Download now and take proactive steps toward a secure Graphic Design Contract at no cost. A Graphic Design Contract is necessary for establishing a professional and transparent relationship between the designer and the client. It provides a solid framework that protects the interests of both parties and ensures a successful collaboration. Here are a few key reasons why having a contract is essential: 1. Clarity A contract serves as a roadmap for the project, clearly outlining the project details, deliverables, timelines, and compensation. It ensures that both the designer and the client have a shared understanding of what is expected, minimizing the risk of miscommunication or confusion. 2. Legal Protection By clearly defining the rights and responsibilities of each party, a Graphic Design Contract provides legal protection. It helps to mitigate potential disputes and safeguards the interests of both the designer and the client. In the unfortunate event of a disagreement, a well-documented contract can serve as evidence to resolve the issue. 3. Scope Management One of the key benefits of a Graphic Design Contract is that it helps manage the project scope. It clearly defines the boundaries of the design work, outlining what is included and what falls outside the agreed-upon scope. This helps prevent scope creep, where additional work is requested without appropriate compensation, ensuring that the designers time and effort are valued. 4. Payment Security A well-drafted contract includes payment terms and methods, ensuring that the designer is paid fairly and on time. It specifies the project cost, payment schedule, and any additional fees or expenses. By having these details documented in the contract, the designer is protected from delayed or non-payment, and the client can feel confident that their investment is secure. What to Include in a Graphic Design Contract? When creating a Graphic Design Contract, its important to include key elements that cover all crucial aspects of the collaboration. The contract should clearly state the parties involved, provide a detailed project description and timeline, outline the payment terms and methods, specify intellectual property rights, define the revision and modification process, incorporate confidentiality clauses, and include a termination clause. By addressing these elements, the contract ensures a clear understanding between the designer and the client, minimizing potential conflicts and protecting both partys interests. Parties InvolvedProject DescriptionTimelinesCompensationIntellectual Property RightsRevisions and ModificationsConfidentialityTermination Clause When to Use a Graphic Design Contract Template? Using a Graphic Design Contract template is advisable whenever you engage in a graphic design project, regardless of its size or complexity. Whether youre working on a one-time freelance project, a long-term retainer agreement, or designing a logo for a business, having a contract in place is essential. Here are some instances when using a Graphic Design Contract template is particularly recommended: 1. Freelance Projects If you are a freelance graphic designer, a contract template helps establish clear expectations with your clients, protecting your rights and ensuring a smooth collaboration. 2. Design Agencies Design agencies can use contract templates as a starting point to customize and adapt contracts for various clients, streamlining their workflow and ensuring consistent documentation. 3. Client-Designer Relationships Even if you are working with friends or acquaintances, its important to use a contract template to maintain professionalism and protect both parties interests. Disclaimer: Please note that the samples provided here are intended to serve as a helpful resource and should not be considered legal advice. It is important to consult with a qualified attorney or legal professional to ensure that any modifications or usage of these templates align with the specific laws and regulations applicable to your jurisdiction and circumstances. BunnyDoc disclaims any liability or responsibility for the consequences arising from the use or customization of these templates. It is the responsibility of the users to review and adapt these templates to their specific needs, and to seek legal counsel for their particular circumstances.

Graphic design contract template free. How to make a contract for graphic design. Freelance graphic designer contract. Graphic design contract examples. Graphic designer retainer contract template. Contract graphic designer hourly rate. Graphic designer contract. Freelance graphic designer contract template.