

MAC design

Creating Brand Energy

DESIGN CONTRACT

586.482.8855 | macdesign7@yahoo.com
themacdesigns.studio

Date: _____

Designer: Maretta Colvin, MAC Design LLC

Invoice#: _____

Client Contact: _____

Client: _____

Project: _____

SUMMARY

The vast majority of design projects run smoothly, without any problems. However, from time to time, something does come up, and it's important that we both have an understanding of how best to deal with it. This contract is designed to ensure that we're both protected from any unexpected circumstances. It also lays out the basic groundwork for how the project will progress, and what's expected of us both. In the interests of saving a lot of headaches, this document contains the strict minimum of legal jargon required to still be legally enforceable.

So in short;

You, [CLIENT NAME], are hiring me, MAC Design LLC, to design and develop [Project TITLE] for the estimated total price of [ESTIMATE PRICE] as outlined in the estimate correspondence.

What do both parties agree to do?

You: You have the authority to enter into this contract on behalf of yourself, your company or your organization. You agree to provide me with everything that I need to complete the project including text, images and other information as and when I need it, and in the format that I ask for. You'll review my work and provide feedback and approval in a timely manner. Deadlines work two ways, so you'll also be bound by any dates we set together. You also agree to stick to the payment schedule set out at the end of this contract.

Me: I have the experience and ability to perform the services you need from me and I will carry them out in a professional and timely manner. Along the way I will endeavor to meet all the deadlines set but I can't be responsible for a missed launch date or a deadline if you have been late in supplying materials or have not approved or signed off my work on-time at any stage. On top of this I will also maintain the confidentiality of any information that you give me.

Getting down to the nitty gritty

Project

Client requests Designer to create [creative]. Work includes only the final creative, deliverable art and not any preliminary files or sketches.

This contract allows for two to four initial mockups, developed to one main design, plus the opportunity for you to make up to five rounds of revisions, for each graphic element listed in the estimate. If, at any stage, you're not happy with the direction the work is taking, you'll pay me in full for everything I've produced until that point and cancel this contract.

Text content

I'm not responsible for writing or editing any text copy unless specified in the original estimate. If you'd like me to write new content or edit text for you, I can provide a separate estimate for that.

Photographs

You should supply graphic files in an editable, vector digital format. You should supply photographs in a high resolution digital format. If you choose to buy stock photographs, I can suggest stock libraries. If you'd like me to search for photographs for you, I can provide a separate estimate for that.

Changes and revisions

This contract is fixed-price, however, sometimes things change throughout the scope of a project. I don't want to limit your ability to change your mind. If you want to change your mind or add anything new, that won't be a problem. Any additional fees will be confirmed in writing prior to doing the work.

Payments

I'm sure you understand how important it is as a small business that you pay the invoices that I send you promptly. As I'm also sure you'll want to stay friends, you agree to stick to the following payment schedule.

DEPOSIT: 50% of total fee will be due when you and I sign this Agreement and before I begin the project: \$X.XX

REMAINDER: Remaining 50% (balance) is due before I send you the final approved design files: \$X.XX

Payment will be made using Method of Payment (pay via PayPal, Cash App, Zelle, etc).

If you ask me to use any third-party content (such as stock photos) in the design(s), you promise to pay me the actual cost of licensing that third-party content for use in the design(s). You agree that until you pay me in full, you will not acquire the rights or license to use or transfer ownership of any design(s) that I create for you under this Agreement.

Estimates

The fees and expenses shown are minimum estimates only unless an hourly fee has been agreed upon. That fee will be \$X.XX and Designer shall provide the Client of a tally of hours within a reasonable period of time upon request if such is the measure of the fee. Final fees and expenses shall be shown when invoice is rendered.

Grant of Rights

Designer agrees to the perpetual license of the right to display and transmit Work to Client, excluding the right to authorship credit, modification, and resell, which is retained by Designer. Designer agrees that Work is produced with the intent to be unique and will not seek to resell or publish Work, except as noted below.

Designer's Right to Authorship Credit

Designer may use Work in Designer's portfolio (including, but not limited to, any website that displays Designer's Works). Client does not have to display Designer's name together with Work, unless being described with any editorial usage, but Client may not seek to mislead others that Work was created by anyone other than Designer.

Cancellation

The fee for Work is refundable pending only upon Designer's breach of contract. In the event of cancellation of this assignment, ownership of all copyrights and the original artwork shall be retained by the Designer, and a cancellation fee for work completed, shall be paid by the Client. If the project is on an hourly basis the and project is canceled by Client, Client agrees to pay no less than 100% of the hours already billed for the project at the time of cancellation plus a flat fee 50% of the remaining hours that were expected to be completed on the project, whichever is greater.

Limitation of Liability

Client agrees that Designer will not be liable for any incidental or consequential damages that arise from Designer's performance of this commission (including, but not limited to, failure to perform in a timely manner, regardless of whether the failure was intentional or negligent.)

Acceptance of terms

The action of the sending and receipt of this agreement via electronic method will hold both parties in acceptance of these terms. Designer as sender and Client as recipient will acknowledge acceptance of these terms either through an e-mail noting acceptance or acceptance is acknowledged at the beginning of any work on said project. Electronic signatures shall be considered legal and binding.

But where's all the horrible small print?

Just like a parking ticket, you can't transfer this contract to anyone else without my permission. This contract stays in place and need not be renewed. If for some reason one part of this contract becomes invalid or unenforceable, the remaining parts of it remain in place.

Although the language is simple, the intentions are serious and this contract is a legal document.

Signed by and on behalf of MAC Design LLC _____

Signed by and on behalf of [CLIENT NAME] _____