

# CREATIVE SERVICES AGREEMENT

## CLIENT INFORMATION

Client name:

Company name:

Company Address:

Phone (office):

Phone (mobile):

Fax:

E-mail:

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This agreement is between [Your Name] (hereafter referred to as Designer) and \_\_\_\_\_ (hereafter referred to as Client), and shall take effect upon signing by both parties. Terms are as follows:

## PROJECT INFORMATION

Type of job:

Size of finished piece (print):

Number of pages (print):

Website sections / features (Web):

Concept development:

Number of b/w concepts \_\_\_\_, including \_\_\_\_ round(s) of revisions of the selected concept.

Number of color concepts \_\_\_\_, including \_\_\_\_ round(s) of revisions of the selected concept.

Other:

Design work completion date (estimate) \_\_\_\_\_. Important note: This date may slip one day for each day Client is late in furnishing source materials or responding to concepts and mockups are delivered by Designer.

Source materials to be supplied by Client on or before \_\_\_\_\_ (date).

Photos:

Final, edited copy:

Company or other logo(s) (EPS format):

PMS colors:

Other:

## FURTHER TERMS

### 1. Payment schedule

Costs include:  Design  Layout  Copywriting  Pre-press files  Web-ready files  Other

Total cost: \$ \_\_\_\_\_ \*

First payment, due upon signing: \$ \_\_\_\_\_, which represents 50% of the total cost.

Final payment, due upon completion of work: \$ \_\_\_\_\_, to be made before release of materials to Client.

\*Any services beyond the scope of this work will be charged at the standard hourly rate of \$[Your Rate].

## **2. Cancellation fee**

This Agreement may be terminated, in writing, at any time by either party. In the event of Client termination, a cancellation fee of \$[Your dollar amount] shall be paid to [Your Name]. In addition, all accrued project hours will be billed and payable to Designer at the standard rate of \$[Your Rate] per hour.

## **3. Ownership of Artwork**

All services provided by Designer under this Agreement shall be for the exclusive use of Client. Upon full payment of all fees and expenses, reproduction rights for all approved final designs created by Designer for this project shall be granted.

All original artwork/files created by Designer or parts contained therein, whether preliminary concepts or final visual presentation remains the property of Designer and may not be used by Client without the written permission of Designer.

Designer retains the right to use the completed project and any preliminary designs for the purpose of design competitions, future publications on design, educational purposes, marketing materials, on-line posting on the [Your Site].com website, and physical portfolio. Where applicable Client will be given any necessary credit for usage of the project elements.

## **4. Stock Components**

Designer may use "stock components" (photography, motion clips, and/or sound), whether royalty free or rights managed, to provide or achieve a certain look and feel in the project. Whenever possible, Designer will seek Client approval before purchasing any stock components. Should Client decide against using any stock component already paid for, Client shall be liable for the cost to purchase it. Client has Designer's assurance that the project will not contain any unapproved and unpaid stock components when delivered or prepared for production.

Designer and Client agree that all approved stock components must be purchased by Client before the project is completed for print production, delivery or Web publishing. Client will assume responsibility and ownership of all purchased stock components used in the project.

## **5. Production Schedule / Delivery of Project**

Client will assume any printing, hosting, binding, shipping or insurance costs related to the project. Any alteration or deviation from the above specifications involving extra costs will be executed only upon Client approval. Designer shall not incur any liability or penalty for delays in the completion of the project due to actions or negligence of Client, unusual transportation delays, unforeseen illness, or external forces beyond the control of Designer. If such event(s) occur, it shall entitle Designer to extend the completion/delivery date, by the time equivalent to the period of such delay.

## **6. Third Party Shipping**

In the event any material necessary for the production of the project must be shipped to a third party for additional processing, typesetting, photographic work, color separation, press work, or binding, Designer will incur no liability for losses incurred in transit, or due to the delay of the shipper of the third party.

## **7. Claims Period**

Claims for defects, damages, and/or shortages must be made by Client in writing within a period of seven (7) days after delivery of all or any part of the order. Failure to make such claim within the stated period shall constitute irrevocable acceptance and an admission that all terms, conditions, and specifications have been complied with.

## **8. Proofing of Final Project**

Designer shall make every effort to ensure the final product is free of errors of any kind including but not limited to grammar, spelling, and typography, before giving the final product to Client. It is agreed that it is ultimately Client's responsibility to ensure that the finished product is free from spelling, grammatical, and typographical errors.

In order for the job to be delivered (to Client, printing press, bindery, mailing house or for use on the world wide Web), aside from agreed payment schedule, Client must complete Designer's "Proof Approval Form" stating the project is "OK AS IS" for final production/delivery. Should Client fail to provide the signed and dated "Proof Approval Form," Designer reserves the right to stop/hold the project regardless of the agreed-upon deadline or schedule. It is agreed that Designer is not responsible or held liable for any errors contained in the final product after the final product has been approved by Client for printing or posting in public view.

## **9. Cancellation**

In the event of cancellation of the project, ownership of all copyrights and the original artwork, files and media shall be returned to and retained by Designer. Additionally, a final bill for any labor and material charges incurred by Designer shall be paid by Client. The standard hourly rate of \$[Your Rate] shall apply.

**10. Confidentiality**

All correspondence and documents provided will be treated as confidential between Client and Designer unless consent has been granted by both parties.

**11. Design Credit**

[Your Name] is to receive a credit line on all collateral materials. Client’s website home page shall contain a “designed by” link to [Your Site].com website for as long as the design is being used. [Your Site].com website may link to Client’s home page as long as the design is being used. For printed materials, Designer shall receive [n] copies of final product.

**12. Acceptance of Terms**

I, the undersigned, have read the above prices, specifications and conditions, which are hereby accepted. [Your Name] is authorized to execute the project as outlined in this agreement. Payment will be made as described above. This agreement is not valid until each party has a copy signed by the other party.

Client Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

Designer Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_