

CONTRACT AGREEMENT FOR SERVICES

The Client and Designer agree as follows:

Agreement made as of

Between the Client

And the Designer

For the Project referred to as

1. THE PROJECT

Description of the Project

1.1. The Project that is the subject of this agreement shall consist of:

2. SERVICES

The Designer shall provide the Basic and Supplementary Services specified below.

Basic Services

2.1. The Designer shall provide Basic Services for the Project consisting of consultation, research, design, checking quality of Implementation, and coordination of the Project and its Execution. In connection with performing Basic Services, the Designer shall prepare and present materials to the Client that demonstrate or describe the Designer's intentions and shall prepare various materials, such as artwork, drawings, and specifications, to enable the design to be printed, fabricated, installed, or otherwise implemented.

3. COMPENSATION

Fees

3.1. The Client shall pay the Designer for the services described in this Contract as follows:

Payment Schedule

3.2. The Designer may render invoices according to the following schedule:

Down payment of

Final payment of

Revisions and Additions

3.3. A fixed fee or fee estimated not to exceed a specified amount is based upon the time estimated to complete the services specified in this Agreement during normal working hours. Any revisions or additions to the services described in this Agreement shall be billed additional services not included in any fixed fee or estimated fee specified above.

Such additional services shall include, but shall not be limited to, changes in the extent of work, changes in the complexity of any elements of the Project, and any changes made after approval has been given for a specific stage of design, documentations, or preparation of artwork.

The Designer shall keep the Client informed of additional services that are required and shall request the Client's approval for any additional services which cause the total fees, exclusive of any surcharge for rush work, to exceed the fixed or estimated fees set forth in section 3.1. The standard fee for additional work is \$ _____ per hour.

Rush Work

3.4. The Client shall pay a surcharge for any services requiring work to be performed outside of normal working hours by reason of unusual deadlines or as a consequence of the Client not meeting scheduled times for delivery of information, materials, or approvals.

The surcharge for rush work shall be \$ _____ per hour.

Reimbursable Expenses

3.5. The Client shall reimburse the Designer for all out-of-pocket expenses incurred by the Designer with respect to the Project including, but not limited to, expenditures for: Implementation, photography, film and processing, copies, postage, and local deliveries, including messengers, out-of-town travel, and shipping.

Late Payment

3.6. The Client shall pay a service charge for all overdue amounts of 2% per month.

Cancellation

3.7. In the event of the cancellation of this assignment, a cancellation fee shall be paid by the client and will include full payment for all work completed, expenses incurred, and hours expended. The cancellation fee will be based on the prices outlined in this contract. Any initial payments that have been received will be credited against any amounts due.

4. CLIENT'S OBLIGATIONS

4.1. The Client shall provide accurate and complete information and materials to the Designer and shall be responsible for the accuracy and completeness of all information and materials so provided. The Client guarantees that all materials supplied to the Designer are owned by the Client or that the Client has all necessary rights in such materials to permit the Designer to use them for the Project.

The Client shall indemnify, defend, and hold the Designer harmless from and against any claim, suit damages and expense, including attorney's fees, arising from or out of any claim by any party that its rights have been or are being violated or infringed upon with respect to any materials provided by the Client.

The Designer shall indemnify, defend, and hold the Client harmless from and against any claim, suit, damages or expense, including attorney's fees, arising from or out of any claim by any party that its rights have been or are being violated or infringed upon with respect to any layout, design elements, or other materials provided by the Designer.

The Client shall provide all copy. All copy provided by the Client shall be in a form suitable for typesetting. Where photographs, illustrations, or other visual materials are provided by the Client, they shall be of professional quality and in a form suitable for reproduction without further preparation or alteration. The Client shall pay all fees and expenses arising from its provision of materials that do not meet such standards. The Designer shall return all materials provided by the Client within 30 days after completion of the project and payment of amounts due.

Approval of Typesetting and Final Artwork

4.2. The Client shall proofread and approve all final type before publication or printing of the artwork. The signature of the Client's Representative, or an email from the Client's Representative expressing approval, shall be conclusive as to the approval of all artwork prior to their release for printing, online presence, fabrication, or installation.

5. RIGHTS AND OWNERSHIP

Rights

5.1. All services provided by the Designer under this Agreement shall be for the exclusive use of the Client other than for the promotional use of the Designer. Upon payment of all fees and expenses, the Designer will deliver to the Client on a CD a full digital copy of the Project and its assets.

Upon payment of all fees and expenses, the website and all other work created under this contract shall belong to Client, and may be used for any purpose in perpetuity without royalty or further payment.

Confidentiality

5.2. The Designer will maintain the confidentiality of the Client's source materials, technical and marketing plans and all other sensitive information.

6. MISCELLANEOUS

Entire Agreement

6.1. This Agreement represents the entire agreement between the Client and the Designer and may be changed or modified only in writing.

Representations

6.2. The Client represents that it has full power and authority to enter into this Agreement and that it is binding upon the Client and enforceable in accordance with its terms.

The Designer represents that it has full power and authority to enter into this Agreement and that it is binding upon the Designer and enforceable in accordance with its terms.

7. SIGNATURES

This Agreement was entered into between the Designer and the Client as of the day and date set forth on page 1.
