

GRAPHIC DESIGN CONTRACT

1. 1. Parties

This Graphic Design Agreement (the "Agreement") is entered into on [EFFECTIVE DATE] between [DESIGNER NAME], located at [DESIGNER ADDRESS] (the "Designer"), and [CLIENT NAME], located at [CLIENT ADDRESS] (the "Client"). The Designer and the Client are referred to individually as a "Party" and together as the "Parties." Each Party represents that the individual signing below is authorized to bind it. The Client will designate one person, [CLIENT APPROVER NAME], with authority to give feedback and approve deliverables, and the Designer is entitled to rely on the instructions of that person.

2. 2. Description of the Work

The Designer will create the following for the Client: [PROJECT DESCRIPTION, e.g., primary logo and two lockups, color palette, typography system, and a one-page brand sheet]. The Designer will present [NUMBER] initial concept(s) developed to [DEVELOPMENT LEVEL, e.g., black-and-white sketch, full color comp] for the Client to choose from. Only one concept will be carried forward to production. Items not listed above — additional marks, sub-brands, packaging dielines, illustration, motion versions, social media templates, print production management, or copywriting — are out of scope and will be quoted separately. Any brief, mood board, or creative direction document approved by both Parties is incorporated into this Agreement by reference.

3. 3. Deliverables and File Formats

On completion, the Designer will deliver the approved artwork in the following formats: [DELIVERABLE FORMATS, e.g., AI or EPS vector master, PDF, transparent PNG at multiple sizes, JPG, and a CMYK print-ready PDF]. Color specifications will be provided in [COLOR SYSTEMS, e.g., Pantone, CMYK, RGB, and HEX]. Native layered working files are included only where marked here: [SOURCE FILES INCLUDED: YES OR NO]. If not included, they may be purchased separately at [SOURCE FILE FEE]. The Designer will identify the typefaces used but does not transfer font licenses; the Client is responsible for licensing any commercial typeface for its own use. Additional formats, resizes, or adaptations requested after final delivery are billed at [ADAPTATION RATE].

4. 4. Revisions and Approval

The fee includes [NUMBER] round(s) of revisions on the selected concept, where a round means one consolidated set of written feedback assembled by the Client from all of its stakeholders. Changing to a different concept after selection, or requesting changes that depart from the approved brief, is new work billed at [REVISION RATE] and requires written approval before the Designer proceeds. The Client will provide feedback within [FEEDBACK WINDOW, e.g., five business days] of each presentation. A deliverable is accepted when the Client approves it in writing or when [ACCEPTANCE PERIOD, e.g., seven days] pass after delivery without written objection. Changes requested after acceptance are treated as a new engagement.

5. 5. Fees, Deposit, and Payment

The total fee for the Work is [PROJECT FEE], payable as a non-refundable deposit of [DEPOSIT AMOUNT OR PERCENTAGE] on signing, [MILESTONE PAYMENT] on approval of the selected concept, and the balance on delivery of the final files. The deposit reserves the studio time of the Designer and is credited against the total fee; production does not begin until it clears. Invoices are due within [PAYMENT TERM, e.g., 14 days] of the invoice date by [PAYMENT METHOD]. Past-due amounts accrue a late charge of [LATE FEE PERCENTAGE] per month or the maximum permitted by law, whichever is less, and the Designer may withhold final files and pause

work while any invoice is more than [SUSPENSION TRIGGER, e.g., 14 days] overdue. All amounts exclude applicable sales tax.

6. 6. Third-Party Costs and Print Production

The fee excludes third-party costs including stock photography and illustration, commercial font licenses, mockup templates, printing, proofs, prepress, courier, and any travel requested by the Client. The Designer will estimate anticipated costs in advance, and the Client will either purchase them directly or reimburse the Designer at cost against receipts, with any single item above [EXPENSE APPROVAL THRESHOLD] requiring prior written approval. If the Client asks the Designer to manage print production, that service is billed at [PRINT MANAGEMENT RATE]. The Designer will supply artwork prepared to the specifications of the selected printer, but the Client is responsible for approving the final proof and the Designer is not liable for color variation, trim, or output quality produced by a third-party printer.

7. 7. Client Materials and Warranties

The Client will supply any content required for the Work, including copy, product photography, existing brand assets, and reference materials, by [MATERIALS DUE DATE]. The Client warrants that it owns or has licensed everything it supplies and that the Designer may lawfully use those materials for the Work. The Client is solely responsible for confirming that any name, mark, or design it adopts is available for use, and this Agreement does not include a trademark search, clearance opinion, or registration. The Designer will advise if it becomes aware of an apparent conflict but gives no assurance that the artwork is free of prior third-party rights.

8. 8. Ownership and Usage Rights

On receipt of full payment of all amounts due, the Designer assigns to the Client the copyright in the final selected artwork delivered under this Agreement, for use as follows: [USAGE SCOPE, e.g., unlimited worldwide use in all media, or limited to a named campaign, territory, product line, and term]. Until full payment is received, the Designer retains all rights and the Client has no license to use, publish, print, or file any application based on the artwork. Concepts and directions that were not selected, together with sketches, exploratory work, and unused variations, remain the exclusive property of the Designer and may be developed or licensed elsewhere. The Designer retains ownership of pre-existing brushes, templates, scripts, presets, and processes used to create the artwork, and grants the Client a perpetual non-exclusive license to use them as embedded in the delivered files.

9. 9. Modifications and Brand Integrity

After delivery, the Client may use the artwork as permitted in Section 8 and may modify it, provided that the Designer is not credited for any altered version the Designer has not approved. The Client is encouraged to follow any brand sheet or usage guidance supplied with the deliverables, including minimum sizes, clear space, and approved color values. Where the Client engages another party to extend or adapt the identity, the Designer bears no responsibility for the results of that work. If the Client asks the Designer to correct or rebuild artwork that has been altered by a third party, that work is billed at [ADAPTATION RATE].

10. 10. Portfolio Rights and Credit

The Designer may display the delivered artwork, selected process work, and a description of the engagement in a portfolio, website, social media account, awards submission, printed book, or case study once the Work is publicly released by the Client. If the Work is confidential before release, the Client may request an embargo in writing, and the Designer will not publish until [EMBARGO DATE] or until the Client makes the Work public, whichever comes first. The Designer will not disclose confidential business information, unreleased strategy, or sales figures in any portfolio use. The Client will provide a design credit where reasonably practical in the form [CREDIT

LINE]. Neither Party may use the trademarks of the other beyond the uses described in this section without written consent.

11. 11. Cancellation and Kill Fee

The Client may cancel at any time by written notice. On cancellation, the Client will pay for all work performed through the cancellation date, will not receive a refund of the deposit, and will pay a kill fee of [KILL FEE PERCENTAGE] of the unbilled balance in recognition of the studio time reserved. No rights in any concept or artwork transfer to the Client on cancellation unless the Parties agree in writing on a buyout fee for a specific deliverable. If the Designer cancels for reasons other than non-payment or a breach by the Client, the Designer will refund prepaid amounts for work not performed and deliver the work completed to date in its current state.

12. 12. Confidentiality

Each Party may receive non-public information from the other, including unreleased products, launch dates, pricing, strategy, and internal documents (the "Confidential Information"). The receiving Party will use that information only for the Work, will protect it with at least reasonable care, and will not disclose it except to personnel or subcontractors who need it and are bound by comparable obligations. These duties do not apply to information that is public through no fault of the receiving Party, was already known without a duty of confidence, is independently developed, or must be disclosed by law after reasonable notice. The obligations continue for [CONFIDENTIALITY PERIOD, e.g., two years] after the Work is delivered.

13. 13. Warranties, Liability, and Indemnification

The Designer warrants that the artwork will be original work of the Designer, will be created with professional skill and care, and will not knowingly infringe the rights of any third party. Except for that express warranty, the deliverables are provided without any other warranty, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the Designer does not warrant that the artwork is registrable as a trademark or free of conflicting prior rights. Neither Party is liable for indirect, incidental, consequential, or special damages or lost profits, and the total liability of the Designer under this Agreement will not exceed the total fees paid by the Client. Each Party will defend and indemnify the other against third-party claims arising from breach of its own warranties, including claims that materials it supplied infringed the rights of a third party.

14. 14. Governing Law and General Provisions

This Agreement is governed by the laws of the State of [GOVERNING STATE], without regard to conflict of laws principles. The Parties will attempt to resolve any dispute through direct discussion and then through non-binding mediation in [MEDIATION LOCATION] before bringing suit in the state or federal courts located in [VENUE COUNTY AND STATE], and the prevailing Party may recover reasonable attorney fees and costs. This Agreement, with any approved brief and signed change orders, is the entire agreement between the Parties and supersedes all earlier proposals and estimates. Amendments must be in writing and confirmed by both Parties. Neither Party may assign this Agreement without written consent except to a successor of substantially all of its business, and if any provision is unenforceable the remainder stays in force.

15. 15. Signatures

By signing below, both Parties confirm they have read and agree to this Agreement as of the Effective Date. DESIGNER: [DESIGNER NAME]. Signature: _____. Printed Name: [DESIGNER SIGNER NAME]. Date: [DATE]. CLIENT: [CLIENT NAME]. Signature: _____. Printed Name: [CLIENT SIGNER NAME]. Title: [TITLE]. Date: [DATE]. This Agreement may be executed in counterparts, and electronic signatures have the same effect as original signatures.

16. Disclaimer

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