



# CONTRACT

270.996.9464 / mollyleedesign.com  
mollyleedesigns@gmail.com

## STANDARD FORM OF AGREEMENT FOR DESIGN SERVICES

This Agreement for design services is between **Molly Lee** (“Designer”), and **Client Name** (Client), for the services described in the Proposal sent to Client on **Month, Day, Year**. The parties agree to the following:

### 01. PROJECT DESCRIPTION

Client wishes to hire Designer to provide Graphic Design services. The specific documents requested and the requirements and details required in those documents as requested by Client are as follows (the “Deliverables”):

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### 02. SCHEDULE

The Parties agree to the following schedule:

- Preliminary Designs: Day(s) / Month / Year
- Client Approval / Comment: Day(s) / Month / Year
- Final Design: Day(s) / Month / Year

### 03. CLIENT APPROVAL AND REVISIONS

Client must approve all materials before project finalization. Client shall be entitled to [X] revisions. Any revisions beyond [X] shall be chargeable at a rate of [\$X.00/ revision].

### 04. PAYMENT

The Parties agree to the following Payment and Payment Terms:

- Total Fee for Services: [\$X.00]
- Percentage Due Upon Execution of Agreement: [%]
- Balance Due: [\$X.00]

### 05. CONFIDENTIALITY

During the course of this Agreement, it may be necessary for Client to share proprietary information, including trade secrets, industry knowledge, and other confidential information, to Designer in order for Designer to complete the Graphic Design services and Deliverables in their final form. Designer will not share any of this proprietary information at any time. Designer also will not use any of this proprietary information for his/her personal benefit

at any time. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.

## **06. TERMINATION**

This Agreement shall automatically terminate upon Client's acceptance of the deliverables. This Agreement may otherwise be terminated at any time by either Party upon written notice to the other party. Client will be responsible for all costs and expenses incurred prior to the date of termination. Upon termination, Designer shall return all Client content, materials, and all copies of Deliverables to the Client at its earliest convenience, but in no event beyond thirty (30) days after the date of termination.

## **07. OWNERSHIP RIGHTS**

Client continues to own any and all proprietary information it shares with Designer during the term of this Agreement for the purposes of the Agreement. Designer has no rights to this proprietary information and may not use it except to complete the Graphic Design services. Upon completion of the Agreement, Client will own the final Graphic Design Deliverables. While Designer will customize Client's Graphic Design Deliverables to Client's specifications, Client recognizes that Graphic Designs generally can have a common structure and basis. Designer continues to own any and all template designs it may have created prior to this Agreement. Designer will further own any template designs it may create as a result of this Agreement.

## **08. REPRESENTATIONS AND WARRANTIES:**

*Designer.* Designer represents and warrants that he/she has the right to enter into and perform this Agreement. Designer further represents and warrants that he/she has the right to utilize and distribute the designs created for Client and that such designs are not owned by anyone else to Designer's knowledge. In the event that Designer does not have these rights, Designer will repay any associated damages Client may experience or will take responsibility so that Client does not experience any damages.

*Client.* Client represents and warrants that it has the rights to use any proprietary information, including, but not limited to trade secrets, trademarks, logos, copyrights, images, data, figures, content, and the like that it may provide to Designer to be included in project Deliverables. In the event that Client does not have these rights, Client will repay any associated damages Designer may experience or will take responsibility so that Designer does not experience any damages.

## **09. DISCLAIMER OF WARRANTIES**

Designer shall complete Graphic Design services for Client's purposes and to Client's specifications. DESIGNER DOES NOT REPRESENT OR WARRANT THAT SUCH DELIVERABLES WILL CREATE ANY ADDITIONAL PROFITS, SALES, EXPOSURE, BRAND RECOGNITION, OR THE LIKE. DESIGNER HAS NO RESPONSIBILITY TO CLIENT IF THE DELIVERABLES DO NOT LEAD TO CLIENT'S DESIRED RESULT(S).

## **10. LIMITATION OF LIABILITY**

UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM ANY PART OF THIS AGREEMENT SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFIT OR LOST BUSINESS, COSTS OF DELAY OR FAILURE OF DELIVERY.

## 11. SEVERABILITY

In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.

## 12. LEGAL FEES

In the event of a dispute resulting in legal action, the successful party will be entitled to its legal fees, including, but not limited to its attorneys' fees.

## 13. LEGAL AND BINDING AGREEMENT

This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal and binding both in the United States and throughout Europe. The Parties each represent that they have the authority to enter into this Agreement.

## 14. GOVERNING LAW AND JURISDICTION

The Parties agree that this Agreement shall be governed by the State and/or Country in which both Parties do business. In the event that the Parties do business in different States and/or Countries, this Agreement shall be governed by [X] law.

## 15. ENTIRE AGREEMENT

The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.

**The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:**

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client name

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designer name

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client signature

---

designer signature

---

date

---

date



# INVOICE

270.996.9464 / mollyleedesign.com  
mollyleedesigns@gmail.com

## John Doe

**Date:** 02/24/2021

**Invoice:** #0001

Street Address

City / State

Zip Code

DESCRIPTION	RATE	HOURS	TOTAL
<b>Website Design</b>	\$30/hr	20	\$600
<b>Logo Design</b>	\$30/hr	10	\$300

### Payment Methods:

Check, Transfer, and  
Paypal (preferable)

SUBTOTAL	\$900.00
TAX	0.00%
TOTAL	\$900.00

### BANK INFO

**Account No:** 1234567890  
**Bank:** German American  
paypal.me/mollyleedesign

### DUE BY

03/10/2021

### TOTAL DUE

\$900.00



# PROPOSAL

270.996.9464 / mollyleedesign.com  
mollyleedesigns@gmail.com

**CLIENT:**

Client Name Here

**DATE:**

3/11/21

**PROJECT TITLE:**

Project Title Here

**PROJECT OVERVIEW:**

Sum laceptaecum imin con corem volorectis arum namus. Emporem dolore dolecus escia si blabo. Ut earum ipsum as ellenimus aboristi idescienis eum, ffciditium nonecus dolorib eruntio dolore nem

**PROPOSAL:**

Designer will begin the project on MONTH, DAY, YEAR. Designs will be provided and uploaded within [x] business days of start date. A Google Drive folder will be shared with Client to ensure a seamless review process. Client will be notified when designs have been uploaded for review into a folder entitled "For Client Review". Client is welcome to email suggestions and comments regarding designs under review to designer throughout the week. After review, Client will transfer approved files to the "Approved Designs" folder and notify Designer via email. Upon Client approval of the final design, all final files will be emailed to Client. Designs will be uploaded and reviewed intermittently throughout the week, and Client will be emailed all final files by the end of business on the 7th business day. Client will assume rights once designer has been paid in full of full amount negotiated. These designs will stay rights of Molly Lee until payment is paid in full. Images/backgrounds used will be free to use once in clients hands and outside of designer's possession.

**DEPOSIT:**

Prior to project beginning, 25% of full price negotiated is requested as a down payment upon acceptance of the proposal. This can be paid via check or Paypal. Once designer is paid, work will begin. The deposit will later be deducted from the final cost.

## PRICING:

<b>Description:</b>	<b>Deposit:</b>	<b>Price:</b>
Description of designs, links included, content that is included inside of package.	\$0.00	\$0.00

The final total will be invoiced after all approved files have been emailed to the client. Total payment is due in full within 10 days of receipt. Banking and Paypal information will be listed on the invoice. Any work requested beyond what is listed in this proposal is subject to additional charges.

## CANCELLATION FEE:

If at any point work ceases before project completion, Client agrees to pay a suspension fee in the amount of 50% of the current proposal period. For example, if the project is 40% completed when work is suspended, Client agrees to pay 50% of the cost of the 40% of the project completed. A suspension refers to any cancellation that occurs outside of the designer agreement. Client and/or Designer reserves the right to suspend work without penalty after any proposal period has been paid in full.

## PROPOSAL ACCEPTANCE:

Information needed before work can begin:

- Project dimensions
- Photos to use as a reference

Proposal is valid for 30 days. To accept terms in proposal as described above, please sign and return to Molly @ [mollyleedesigns@gmail.com](mailto:mollyleedesigns@gmail.com)

\_\_\_\_\_  
client signature

\_\_\_\_\_  
date

\_\_\_\_\_  
designer signature

\_\_\_\_\_  
date