

## CONTACT

(859) 325-8100

h.bensinger@yahoo.com

# SERVICE PROPOSAL

Heather Bensinger x Client Name

## PROPOSAL

HMB Design services will begin the design process on DAY, MONTH, YEAR. Designs will be provided to client by XX days after this proposal is signed and returned.

A master file will be put together and sent to client via email or google drive if file is too large. This will be in a .ZIP format containing all components of the project, including PNG, PDF, JPG, and/or other necessary files. Once proofed and reviewed by the client, the client will re-package file and send back to designer OR collaborate with designer on changes, if there are any that need to be made, within 7 days of the initial review.

Client will assume rights once designer has been paid the final amount that was negotiated by both parties. The rights for these designs will belong to the creator, Heather Bensinger, until the full payment has been processed and received. Images/backgrounds used will be free for the client to use once in clients hands and outside of designer's possession.

## DEPOSIT

Prior to any designing, 25% of full price negotiated will be given as a down payment upon acceptance of the proposal. This can be paid via: Paypal, Venmo, CashApp, or check. Once designer is paid, designing will commence and work will begin. The deposit is deducted from the final cost and built into total cost.

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## **DESCRIPTION**

This section will include all of the agreed upon materials that are to be designed and provided by the designer. This could include links, defining of promotional items/materials, or other products to be provided in the final package.

Final total will be invoiced after design has been sent via email. Total is due in full within 10 days of receipt. Invoice can be paid via PayPal. Proposal is good for 30 days. Any work requested or incurred that is not listed in this proposal are subject to additional charges.

## **CANCELLATION FEE**

If at any point work ceases mid-project, client agrees to pay a suspension fee in the amount of 50% of the current proposal period. For example, if the project is 50% in progress and work is suspended, the client agrees to pay 50% of that cost. 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.

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**ADDITIONAL INFORMATION IS NEEDED  
IN ORDER TO BEGIN WORKING:**

To accept terms in proposal as described above, please sign  
and return to Heather at: [h.bensinger@yahoo.com](mailto:h.bensinger@yahoo.com)

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**Client's Legal Name**

**Date**

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**Client's Signature**

**Date**

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**Designer's Signature**

**Date**

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# SERVICE INVOICE

Heather Bensinger x Client Name

## INVOICE TO

JOHNATHAN SMITH  
123 Main Street  
New York, NY  
(555) 555-5555

## INVOICE # DATE

12345678  
2/24/2021

ITEM	PRICE	QTY	TOTAL
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Lorem Ipsum Dolor	\$\$	0	\$\$
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## PAYMENT INFO

Make checks payable to:

HEATHER BENSINGER  
456 Other Street  
Harrodsburg, KY  
(859) 325-8100

Lorem Ipsum Dolor	\$\$	0	\$\$
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Lorem Ipsum Dolor	\$\$	0	\$\$
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Other methods of  
payment can be  
discussed, and required  
information shared.

## PAYMENT DUE

SUBTOTAL	\$\$\$\$
TAX	0.0%

TOTAL	\$\$\$\$
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Thank you for your business!

AUTHORIZED SIGNATURE

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# SERVICE AGREEMENT

Heather Bensinger x Client Name

## STANDRD FORM OF AGREEMENT FOR DESIGN SERVICES

This agreement for design services is between Heather Bensinger “designer” and CLIENT NAME for the services described in proposal sent to client on MONTH DAY, YEAR. The parties agree to the following:

### Basic Terms and Conditions

This Graphic Design Agreement (the “Agreement”) is entered into

\_\_\_\_\_ (the “Effective Date”), by and between \_\_\_\_\_, with an address of \_\_\_\_\_, (the “Client”) and \_\_\_\_\_, with an address of \_\_\_\_\_, (the “Designer”), collectively “the Parties.”

### 1. 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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### 2. Schedule.

The Parties agree to the following schedule:

Preliminary Design: \_\_\_\_\_

Client Approval/Comment: \_\_\_\_\_

Final Design: \_\_\_\_\_

### 3. Client Approval and Revisions.

Client must approve all materials before project finalization. Client shall be entitled to \_\_\_\_\_ revisions. Any revisions beyond \_\_\_\_\_ shall be chargeable at a rate of \$\_\_\_\_\_.

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## 4. Payment.

The Parties agree to the following Payment and Payment Terms:

Total Fee for Services: \_\_\_\_\_

Percentage Due Upon Execution of Agreement: \_\_\_\_\_

Balance Due: \_\_\_\_\_

## 5. 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.

## 6. 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.

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## 7. 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.

## 8. 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 this Website. 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.

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## 9. 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.



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## 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 \_\_\_\_\_ 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:

### “CLIENT”

Signed: \_\_\_\_\_

By: \_\_\_\_\_

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

### “DESIGNER”

Signed: \_\_\_\_\_

By: \_\_\_\_\_

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