

DESIGN CONTRACT

This contract is between Stephenie Walker of SWalker Designer ("Artist") and _____ ("Client") for the purpose of designing and creating a business logo with (up to) three embellishments as well as five additional hours of work creating miscellaneous website elements/layout ("Work"). This contract is entered into in good faith and upon signature by the Parties indicates acceptance of this contract and the terms described herein.

The Client agrees to pay the Artist \$____ (\$____ for the logo creation process, and \$____ for five hours of work creating Misc. website elements/layout) which may vary over or under the original Artist estimate depending on complexity, and any other disbursements (i.e. image bank art graphics). A non-refundable deposit of \$____ will be payable upon signing this Contract, with the balance of \$____ paid in full by 30 December 2020. Payment will be made via check or Paypal (Client agrees to pay additional fees incurred from Paypal). A flash drive with all finished files will be released to the Client after receipt of final payment.

The Artist:

- i. Declares they have obtained all proper rights or licenses for all images used in creation of the Work.
- ii. Shall transfer copyright of the Work to the Client upon final payment receipt in full.
- iii. Retains the right to include the Work in online portfolios or business promotions.
- iv. Will provide the finished design in digital image files of high enough quality to be printed on business related print goods and for web page display.

The Artist hereby represents and warrants:

- i. They are the creator of the Work.
- ii. The work does not infringe any copyright, privacy rights, or legal rights of a third party.
- iii. The work does not contain any unlawful material.

Project Deadlines:

The work for this project will adhere to a deadline including the following dates:

- July 24—Thumbnail sketches/ideas presented to Client for Review.
- August 7—Rough Drafts presented to Client for Review.
- August 21—First Draft of final design presented to Client for Review. Client will have one week to review artwork and submit edits/changes to Artist.
- September 4—Final Design presented to client for approval. One round of Review and Requested Changes will be considered a single edit, not to exceed three rounds of edits. Additional requests for edits will result in additional fees.



The Parties:

In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, the Parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of thirty (30) days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules.

The terms of this agreement shall be interpreted according to the laws and legal jurisdiction of the State of Massachusetts, USA.

The Artist and Client have executed this contract on the day and year below, to be effective immediately if the dates are the same, or on the date of the later signature if the dates are not the same.

ARTIST

CLIENT

Printed Name: _____

Printed Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Address: _____

Address: _____

Email: _____

Email: _____

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