

GRAPHIC DESIGN PROJECT AGREEMENT

THIS AGREEMENT made effective as of the ____ day of _____, _____.

BETWEEN:

of _____ (name of designer)
_____ (address)
("Designer")

- and -

of _____ (name of Client)
_____ (address)
("Client")

WHEREAS Client wishes to retain Designer for the purpose of _____ (describe project) (the "Project");

AND WHEREAS Designer has the skills, expertise and experience to complete the Project in accordance with Client's specifications;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements contained in this Agreement, the parties hereby agree as follows:

1. Specifications of Project

Designer agrees to develop the Project according to the specifications listed on Schedule A attached hereto ("Specifications").

2. Changes to Specifications; Additional Work

- (a) Any requested changes to the Specifications shall constitute additional work and shall incur additional charges at the rate of \$_____ per hour.
- (b) All changes to the Specifications must be submitted by Client in a Contract Change Form in the form attached hereto as Schedule C, and approved and agreed by both parties in writing.

3. Delivery of Project

Designer will use all reasonable efforts to complete and deliver to Client all files, media, materials and other deliverables related to the Project (collectively, the "Deliverables"), or to have the same delivered to Client by an approved party, within _____ days following the effective date of this Agreement (the "Delivery Date"), PROVIDED that Client has made all payments and provided all requested materials and instructions to Designer, in accordance with the terms of this Agreement. Any delay in the completion of the Project due to actions or negligence of Client, transportation delays, illness, or other circumstances outside the reasonable control of Designer may affect the timing of completion and delivery of the Deliverables. Designer will notify Client of any anticipated change to the Delivery Date as soon as possible.

4. Work Schedule

- (a) Within ____ days following the execution of this Agreement, Designer will present Client with preliminary design sketches for the Project. Designer will present at least ____ variants of the design for Client to choose from.
- (b) Client will then have ____ day(s) to review the design sketches and approve one of the variants. Further development work on the Project will be based on the variant chosen by Client.

- (c) Designer will continue to work on the Project and will present proofs to Client for review and approval at each stage. Client will approve or make alterations to each iteration within ____ days of receipt of the proofs, until Client is satisfied with the design. The total number of reviews should not exceed ____ iterations.
- (d) Based on Client's final approval, Designer will deliver the final Project design to Client. If further development is required on the Project due to delays caused by Client, which will extend the development time past the Delivery Date specified above, Designer will only proceed with such development after Client has paid an additional development fee of \$_____ (*specify a per hour, per day, or flat fee charge*).
- (e) The Project will be delivered to Client in digital form via _____ (*specify ftp, http, etc*) download from Designer's web server. Designer is not responsible for safe storage of the Project files after the end of the limited warranty period set out in Section _____. The following files will be delivered as part of the Project:
 - (i) image files for the design of the Project;
 - (ii) source files for the image files;
 - (iii) _____ (*continue the list to include other materials being delivered by the Designer*).

5. Reproduction Rights

(In subclause (a) below, delete the option that does not apply.)

- (a) Upon payment of all amounts owing to Designer by Client hereunder, Client is granted unlimited perpetual reproduction rights to the Project and all Deliverables.

OR

- (a) Upon payment of all amounts owing to Designer by Client hereunder, Client is granted a one-time right to reproduce the Project. Client shall not make any further reproduction of the Project, in any format whatsoever, without the express written consent of Designer.

THIS IS A 5-PAGE CONTRACT, with 3 additional pages of schedules.