



dezin pro printing & graphics
all things custom



Freelance Graphic Design Logo Contract & Agreement

Parties and Assignment: This agreement (the "Agreement") is made and entered into as of the _____ day of _____ 20____ (the "Effective Date") by and between _____ (Name, hereafter referred to as "Client"), and Angela Mills Camper (Dezin Pro Printing & Graphics) (hereafter referred to as "Designer"). The contract is in regards to professional freelance web and graphic design services to be performed.

COMPANY NAME AND TAGLINE

DELIVERY DATE/DEADLINE (any date less than 2 weeks is considered a rush order)

DESCRIBE YOUR VISION FOR YOUR LOGO:

WHAT THE DESIGNER AGREES TO...

In consideration of the mutual agreement made herein, the parties agree as follows: Designer agrees to produce project materials (the "Work") at the request of the Client for fees agreed upon in advance and turn in or deliver the Work by an agreed-upon deadline and submission method. Designer agrees that he will be the sole author of the Work, which will be original work by Designer, free of plagiarism. Designer agrees to use reasonable care to ensure that all facts and statements in the Work are true and that the Work does not infringe upon any copyright, right of privacy, proprietary right, right of publicity or any other right of a third party. Designer will cooperate with Client in editing and otherwise reviewing the Work prior to completion and launch. Designer will cooperate with Client if any complaints, claims or litigation should arise regarding the Work. The Designer, agree to deliver your finished design in digital image files of high enough quality to be printed on business related print goods and for web page display when I have been paid in full.

LOGO CONCEPTS AND FIRST VIEWING

Within 7 business days of receiving your company info, and deposit I will create no more than 3 different concepts for you. I will email them to you. When I have received your feedback on these designs I will make any needed changes to your favorite logo choice until you are completely satisfied.

FILE DELIVERY

After the final design is approved I agree to deliver the design to you as a digital files (png, .pdf, photoshop, and/or .jpg graphics file formats) Custom logo packages are delivered to you by email.

ORIGINALITY

I affirm that my Designs are original and that I own the rights granted under this agreement, and that the rights granted do not conflict any other agreement. Designer agrees to produce project materials (the "Work") at the request of the Author for fees agreed upon in advance and turn in or deliver the Work by an agreed-upon deadline and submission method. Designer agrees that he will be the sole author of the Work, which will be original work by Designer, free of plagiarism.

WHAT YOU, THE CLIENT, AGREES TO...

In return for the above-described logo design I agree to pay the total fee payable in two payments... a logo fee deposit before any work begins and the remaining payment when final logo design is approved but before it is delivered. For Stock logo packages payment is to be paid in full when placing the order.

CLIENT APPROVAL

Client is responsible for approval of work ordered via submission of this contract before Designer proceeds with project. Upon acceptance of the Work, Client accepts responsibility for any further processes in which this work is used (i.e., film output, printing, etc.) Designer is not responsible for errors occurring in this work or projects related to this work after acceptance of the Work by the Client.

REVISIONS/CHANGES

Revisions are included in the cost of the design and can be made during the preliminary comp design phase. Additional fees will be charged for revisions above and beyond the included changes and any that are made after the approval of the preliminary comp design, and for revisions reflecting a new direction to the assignment, or new conceptual input. Any revisions beyond the initially agreed amount will cost an additional \$25 per revision. The Client will be charged for all purchased stock used in the design above and beyond \$30 (example an exclusive image from a stock site or specialty photographer. Should such changes negate any part of the Work already completed at the time of the changes, Author accepts responsibility for payment of the completed work and all services related to it, in addition to charges for the change itself.

CONFIDENTIALITY

Designer agrees to preserve and protect the confidentiality of the Proprietary Information and all physical forms thereof, whether disclosed to Designer before this Agreement is signed or afterward. In addition, Designer shall not disclose or disseminate the Proprietary Information to any third party and shall not use the Proprietary Information for the benefit of any third party. Unless requested by Client, Designer can use materials designed for Client, and final products, on Designer's website (<http://dezinpro.com>) to illustrate Designer's ability for portfolio purposes.

PAYMENT/COMPENSATION

Client agrees to pay Designer the following: \$ 125.00 via check or PayPal. Please send payments through paypal.com to: www.paypal.me/dezinpro or dezinprofessional@gmail.com If the parameters of the Work change, or if it involves more time than estimated, Designer will inform Client and they can renegotiate the rate. Designer will bill for one half of the total estimated cost before Designer begins the Work as a down payment, and bill for the rest of acquired costs upon completion. Designer will submit the final invoice for the Work upon receiving approval from Client. If Designer has not received any comments or revisions within 7 days of submitting a completed draft, Designer will send the invoice via e-mail or U.S. Mail. Designer absorbs incidental expenses such as long distance phone calls, postage, courier service, unless noted in estimate. Designer is responsible for the payment of all federal, state and/or local taxes with respect to the services he performs for the client as an independent contractor. The Client will not treat Designer as an employee for any purpose.

PAYMENT AND COLLECTION

Our logo design fee is \$125.00. A deposit of half of the amount is due (\$62.50) with the signed contract. The remaining amount (\$62.50) is due upon completion. Client agrees to pay for each check returned for insufficient funds or any other reason \$25 per occurrence or 5% of the value of each returned item, whichever is greater. Client agrees to pay all reasonable attorney's fees (at least 15% of all amounts due, including interest) if any account is placed with an attorney for collection.

OWNERSHIP

The Client will not treat Designer as an employee for any purpose. I understand that the final Design belongs to Angela Camper (Dezin Pro Printing & Graphics) until I have paid her in full. In the event of termination of this Agreement Angela Camper (Dezin Pro Printing & Graphics) owns the design and has the right to complete, exhibit, and/or sell the Design (but not my business name or book title) if she so chooses. She also owns all the design concepts created before I choose the final book cover design.

COPYRIGHTS AND TRADEMARKS

I understand that it is up to me to copyright the design (<http://www.copyright.gov>) after final payment. Note: that not all of the Stock logo designs are copyrightable. It is also up to me to do a Trademark search and federal trademark registration if I want to register my Design as my company Trademark. (Start here to learn more about Trademarks: <http://www.uspto.gov/main/trademarks.htm>)

DELAYS

I agree to give Angela Mills Camper (Dezign Pro Printing & Graphics) more time if she becomes ill, is injured, or is delayed because of events beyond her control, like: fire, theft, computer failure, and Acts of God.

CANCELLATION

Both parties understand that Client or Designer may terminate the service at any time if, for any reason, the relationship is deemed unsatisfactory by either party. Upon written or verbal cancellation, Client is responsible for payment for all expenses incurred and any work done toward the completion of the project based on the percentage of project completed. Cancellation ("kill") fees are due based on the amount of work completed. The deposit of fifty percent (50%) of the final fee will serve as the cancellation ("kill") fee if for any reason the job is canceled or postponed before the final stage.

TERMINATION

I have the right to terminate this Agreement if, Angela Mills Camper (Dezign Pro Printing & Graphics) fails to complete the Book cover design within 30 days of the signing of this agreement or if, illness or injury, or events beyond her control causes a delay of more than 60 days from the agreed delivery date. If terminated, Angela Mills Camper (Dezign Pro Printing & Graphics) shall return to me one half the design fee (the other half helps pay for the many hours I put into researching and designing the revisions). I understand that I cannot claim any additional expenses, damages, or claims based on the failure of Angela Mills Camper (Dezign Pro Printing & Graphics) to complete the design and that this agreement is automatically terminated on the death of Angela Mills Camper (Dezign Pro Printing & Graphics).

NOTE: Before you sign below please make sure you understand all of the above agreement and realize that you can negotiate. If you want any changes please send me your suggestions.

I, _____ (Client) assert that I have the authority to promise payment for the services rendered by Angela Mills Camper for the aforementioned Work within 30 days of dated invoice. I assert that I have read, understood and agree to the Freelance Designer Contract and Agreement.

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Client Signature

Date

I, Angela Mills Camper (Designer) assert that I have read, understood and agree to the Freelance Designer Contract and Agreement.

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Designer's Signature

Date