



14128 valerio st. van nuys, california 91405

Design Contract

Between Brett Aronowitz and you, [_____], the Client, effective as of the date it is signed by both of us below.

Summary:

I'll always do my best to fulfill your needs and meet your expectations, but it's important to have things written down so that we both know what's what. In this contract you won't find any complicated legal terms or long passages of unreadable text. I've no desire to trick you into signing something that you might later regret. What we do want is what's best for both parties, now and in the future.

So in short; You [_____], located at [_____]
are hiring me, [Brett Aronowitz] located at [14128 Valerio Street Van Nuys, CA 91405] to :
[design a logo or other materials: _____]
for the estimated total price of [_____].
Of course it's a little more complicated, but we'll get to that.

What do both parties agree to do?

You: You have the authority to enter into this contract on behalf of yourself for your company or organization. You'll give me everything I need to complete your project, according to the timeline and in the format we discuss. You'll review my work, provide feedback and approval in a timely manner too. Deadlines work two ways, so you'll also be bound by dates we set together (see Terms & Conditions below). You also agree to stick to the payment schedule set out at the end of this contract.

Me: I guarantee that I have the experience and ability to do everything we've agreed to and will do it all in a professional and timely manner. I'll endeavor to meet every deadline that's set and maintain the confidentiality of everything you give me.

Design

I create logos and other print and web materials that uniquely brand you and your business. You'll have two or more weekly opportunities to review my work and provide feedback. I will set the dates, times, and locations for those meetings. Other than those meetings, all work will be performed independently and all communication will be by email or phone. To ensure effective use of my time, I generally do not perform my work with clients present. If you do wish to be present for the creative process, I will make that option available at an additional charge of \$100 per hour to be added on in addition to the estimate provided herein. If, at any stage, you're not happy with the direction my work is taking, you'll pay me in full for everything I've produced until that point and cancel this contract, and I will retain ownership of all copyrights and any original artwork.

Photographs

You should supply graphic files in an editable, vector digital format. You should supply photographs in a high-resolution digital format. If you choose to buy stock photographs, I can suggest stock libraries. If you'd like me to search for photographs for you, I can provide a separate estimate for that.

Changes and revisions

The fixed price at the beginning of this contract is based on the length of time I estimate I'll need to accomplish everything you've told me you want to achieve, but I'm happy to be flexible. If you want to change your mind, add anything new, or completely change the direction of the work, that won't be a problem. I'll provide a separate estimate if it exceeds the original estimate by 10% or more. Before I start work on any addition or change, you need to sign and return the separate estimate to me.

Warrant of Originality

I pledge that, to the best of my knowledge, the artwork I create (or hire subcontractors to create), is original and has not been previously published elsewhere.

Copyrights

You guarantee that you have the right to use any content you provide to me and that my use of such content will not violate the rights of any third party. If any third party does bring a claim of any kind against me for using content you provided to me, you agree to indemnify, defend, and hold me harmless from. However, once I complete and deliver my work to you it is your responsibility to register any copyrights or trademarks in such work, to protect it against duplication and alteration. I can recommend a lawyer who will help you with this.

Payments

I'm sure you understand how important it is as a small business that you promptly pay the invoices that I send you. As I'm also sure you'll want to stay friends, you agree to stick tight to the following payment schedule. In the unlikely event that it gets ugly, you will assume responsibility for all collection of legal fees necessitated by default in payment. If payment is not made within 30 days, an annual interest rate of 10% will be applied to each statement. Please let me know if you would prefer to pay with credit card via paypal.

50% deposit to begin work
50% due prior to delivery of final artwork

Terms & Conditions (The not – so – fine print):

1. The estimate provided is within $\pm 10\%$ of actual costs. Estimates are provided for your budgeting convenience and, since estimates of a creative project are difficult to anticipate, this estimate should not be construed as a firm quotation. In the event that there are client revisions to the specified task, every effort will be made to keep the client apprised of additional costs.
2. All work submitted to you for approval will be considered accepted unless you [the client] notify me to the contrary within 10 days.
3. If the work submitted is not acceptable, I shall have the opportunity to repair, correct or re-design any work that does not conform to the project specifications in order to make it acceptable to the client.
4. Revision time will be billed at an hourly rate of \$100.00 for design and meetings, \$75.00 for production. Outside costs, such as printing, copywriting and photography, are estimated to the best of my ability.
5. If you prefer to use your own printing vendor, an additional \$100.00 will be charged for file preparation as each printer has its own unique procedures and templates which are different than those I use.
6. I am an independent contractor and nothing in this agreement create an employment or partnership relationship between us. I am free to exercise my own judgment in how I provide the services described in this agreement. You agree to pay any sales or use taxes arising as a result of this Agreement. Otherwise, we are each responsible for our own taxes and I am not entitled to any employment benefits or workers' compensation from you.
7. In the event that several solutions are being submitted, only the solution selected by the client for production becomes the purchaser's property. All other design solutions in all forms remain my property.
8. All conceptual presentations are developed with the understanding that I will perform the work and such concepts will not be delivered to any third parties.
9. Electronic mechanical art will remain my property unless specifically negotiated at the time of agreement. I will be responsible for storage of this artwork for three years. All files will be created in software versions and with fonts for Macintosh systems. A minimum fee of \$50.00 will be charged for retrieval of any lost files.
10. I retain all rights in my original designs until completion of the contract and full payment of all related fees. Upon receipt of your payment in full, I hereby transfer to you all right, title, and interest in and to all final designs you have selected and I have delivered to you, including any copyright or trademark rights. However, I maintain the right to use such designs for the limited purpose of advertising or marketing my services to others, including submission to design competitions and publications.
11. Unless otherwise stated, all original (non-royalty-free) illustration and photography is purchased for one time use only and entitles the client to reproduction rights for the specific project on which the price was negotiated. Re-use, adaptation, or extended use will require additional compensation based on the market value of additional usage.
12. I am not responsible for proofreading copy or other materials you supply. I will make every effort to ensure correct spelling and punctuation, but the client is ultimately responsible for final approval of all copy.
13. Projects placed on hold for more than 30 days will automatically be billed for work completed and are subject to termination and revised estimate if kept on hold for 60 days.
14. Client has the right to terminate this agreement in writing. In the event of termination, you must immediately pay for all expenses incurred and all fees for work done up to the date of termination (billed on a pro-rate basis based on my evaluation of the percentage of the project I have completed). All concepts and work produced up to date of termination remain my sole property.
15. In no event will I be liable to you for any amount in excess of the sum of the total fees you paid to me under this agreement. Neither you nor I shall be liable to the other for any special, consequential, punitive, incidental, or indirect damages, or any damages for lost

