

# Freelance Designer Contract and Agreement

**Parties and Assignment.** This agreement (the "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_ 2008 (the "Effective Date") by and between \_\_\_\_\_ (company name, hereafter referred to as "Client"), having a place of business at \_\_\_\_\_ and Bryan Connor (hereafter referred to as "Designer"). The contract is in regards to professional freelance web and graphic design services to be performed on/for the following project (s):

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In consideration of the mutual covenants made herein, the parties agree as follows:

**Work.** Designer agrees to produce written 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.

**Confidentiality:** Designer acknowledges that he/she may be furnished or may otherwise receive or have access to information which relates to the Client's past, present or future products, vendor lists, creative works, marketing strategies, pending projects and proposals, and other proprietary information which gives the Client an opportunity to acquire an advantage over its competitors who do not know or use it (the "Proprietary Information"). 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 in writing by Client, Designer can use materials designed for Client, and final products, on Designer's website (<http://www.bryanconnor.com>) to illustrate Designer's ability for portfolio purposes. Unless requested in writing by Client, Designer can incorporate a link to Designer's website (<http://www.bryanconnor.com>) into the footer of a web presence for Client as credit for the Work.

**Compensation.** Client agrees to pay Designer the following: \_\_\_\_ per hour/page/project via check or paypal. 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 third of the total estimated cost before Designer begins the Work as a down payment, bill for one third of the total estimated cost at a point approximately half way through the Work, 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. Incidental expenses such as long distance phone calls, postage, courier service, are absorbed by Designer 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.** Unless otherwise specified in writing, invoices not paid within 30 days of the invoice date will accrue interest at 1.5% per month. 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.

**Client Approval.** Designer agrees to submit materials as specified to Client by a due date of \_\_\_\_\_. Client is responsible for written 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.

**Changes.** Any verbal or written changes made by Client to the scope of the Work following its initiation by Designer are subject to additional charges. Should such changes negate any part of the Work already completed at the time of the changes, Client accepts responsibility for payment of the completed work and all services related to it, in addition to charges for the change itself.

**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. Should Client cancel the project following its completion, Client is responsible for full payment as per the above estimate plus all other expenses incurred.

I, \_\_\_\_\_ (Client) assert that I have the authority to promise payment for the services rendered by Bryan Connor 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.

\_\_\_\_\_  
Client Signature Date

I, Bryan Connor (Designer) assert that I have read, understood and agree to the Freelance Designer Contract and Agreement.

\_\_\_\_\_  
Designer's Signature Date