

# Graphic Designer

## SERVICE AGREEMENT

aliviascreatespace



The Client

**[CLIENT COMPANY NAME]**

**[CONTACT NAME]**

**[ADDRESS LINE 1]**

**[ADDRESS LINE 2]**

**[CITY, STATE ZIP CODE]**

The Graphic Designer

**aliviascreatespace**

**Alivia Burke**

512 Spencer Street

Ruston, LA, 71270

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## THE CONTRACT

[CLIENT COMPANY NAME], with an office in [STATE] (the "Client"), and aliviascreatespace, a Louisiana sole proprietorship (the "Graphic Designer").

Whereas the Client desires to engage the services of the Graphic Designer and both parties wish to set forth the terms and conditions upon which the services will be provided to the Client.

1.1 DESCRIPTION OF SERVICES: GRAPHIC DESIGNER'S DUTIES, RESPONSIBILITIES, AND DELIVERABLES. The Client is hiring the Graphic Designer as an independent contractor to assist the Client with aspects pertaining to the Client's business, [CLIENT COMPANY NAME], and will start on [DATE] for the duration of a [NUMBER]-month Contract ending on [DATE]. The Graphic Designer agrees to produce the following Proposal deliverables (the "Service") at the request of the Client for fees agreed upon in advance and delivery of the Service by an agreed-upon deadline. The Service is limited to the following duties, responsibilities, and deliverables:

- Meet with the Client in a scheduled Design Session to gain an understanding of the upcoming design project and its message to their target audience.
- Design various materials for printing, publishing, and digital sharing such as [ENTER YOUR SKILLSET AS DESCRIBED IN YOUR PROPOSAL i.e., web pages, brochures, logos, signs, books/magazine, annual reports, print and digital ads.]
- Create or incorporate illustrations, pictures, and designs to reflect the desired theme and tone of the communications; Perform retouching and manipulation of graphics and images as needed.
- Provide digital proofs of all projects for review by the Client and make revisions based on the feedback received.
- Review final production proofs for errors and ensure that final product reflects the Client's design specifications.
- Provide high quality export of project files, in the requested specification for printing and/or publishing to the Client's vendors.
- Provide the Client with a Production Timeline with dated benchmarks for approval, production, and delivery to ensure quality projects are completed on schedule.
- Establish creative direction for the company as well as brand guidelines.
- Manage multiple projects within the Client's design specifications and budget.
- Provide Client with print and publish ready files in universal formats (i.e., JPG, PNG, EPS, PDF) for continued and future use by the Client and their vendors.
- Represent the company in a professional manner at all the times; Present excellent customer-service skills to Client's prospects, customers, and vendors.
- Perform other related duties and responsibilities as required.
- [ADDITIONAL DELIVERABLES AS NEEDED]

## GRAPHIC DESIGN PROJECTS(S)

1.2 DESCRIPTION OF THE PROJECT – "SPECIFICATIONS". The Graphic Designer agrees to develop the Project according to the "Project Specifications" as listed on EXHIBIT A attached hereto.

1.3 PROJECT PRELIMINARY WORK. Within [NUMBER] days following the start of this Contract, the Graphic Designer will present the Client with preliminary design sketch for the Project with at least [NUMBER] of variants of the Project for the Client from which to choose a design direction. The Client will then have [NUMBER] of day(s) to review the design sketches for concept approval.

1.4 DIGITAL PROOF SCHEDULE. Digital Proofs will be presented for Client approval via email at each stage of development of the design. If revisions are required, a request must be made in writing when the Digital Proofs are returned to the Graphic Designer. The total number of Digital Proofs provided to Client shall number 3 unless otherwise determined in the "Project Specifications". Any request for Digital Proofs exceeding 3 will incur an additional fee of \$25 (USD) per additional Digital Proof to be billed separately to the Client.

1.5 CHANGES TO PROJECT SPECIFICATIONS. Any request to change the Project Specifications that constitute additional materials, editing, and incur additional time must be submitted to the Graphic Designer in writing with use of a Contract Change Form. Additional charges & fees attributed to the requested changes shall be billed at an additional fee rate approved by both parties before any Project Specification edits begin.

1.6 DELIVERY OF PROJECT. The Graphic Designer will use all reasonable efforts in the development of the Project to complete and deliver to Client all files, media, and materials related to the Project no later than [DELIVERY DATE]. Any delay in the completion of the Project due to actions or negligence of the Client, transportation delays, illness, or circumstances outside the control of the Graphic Designer may alter the Delivery Date. The Graphic Designer will make a reasonable effort to notify the Client of any delays to the estimated Delivery Date as soon as possible. *The Graphic Designer reserves the right to withhold all deliverables until full payment has been received from the Client, in accordance with the terms of this Contract in section 3.3 Payment Schedule.*

1.7 TRANSFER RIGHT OF USE AND REPRODUCTION OF THE PROJECT. Upon successful completion of all compensation terms and outstanding balances owed to the Graphic Designer, the Client will receive the following Transfer Right of Use and Reproduction:

TRANSFER  
RIGHTS

- The Client is granted a one-time, limited reproduction right of use of [NUMBER] printed reproductions and [NUMBER] digital views for the Project in exchange for the compensation paid to the Graphic Designer. After which, the Project shall not be reproduced in any format without the written consent of the Graphic Designer.

## SCHEDULE

2.1 The Graphic Designer will begin work on [DATE] and the work is ongoing. This Contract can be ended by either the Client or Graphic Designer at any time, pursuant to the terms of Section 3.5, CANCELLATION.

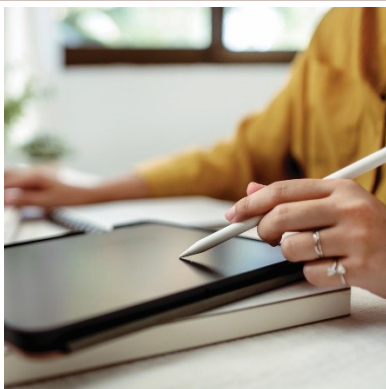
## COMMUNICATION

2.2 Graphic Designer's primary channels for communication will be via phone, email, and the video conferencing service, Slack/Zoom. This Contract requires a [NUMBER OF MINUTES] minute weekly check-in calls per Client's schedule. Specifications on day and time of check-in calls will be made and scheduled during the onboarding process.

## BUSINESS HOURS

2.3 Graphic Designer will be required to be available **Monday through Friday, from 4:45 to 7:45 pm, & Saturday through Sunday, from 12:00 to 2:30 pm, Central Time**. All correspondence received outside business hours will be answered the next business day. The following dates outlines any information regarding sick days, holidays, or vacation time New Years (Jan 01), MLK Day, Memorial Day, Independence Day, Labor Day, . All communication from the Client will be redirected to a messaging service when the Graphic Designer is not available to work during normal business hours due to personal illness, vacation time, or holidays.

PRIMARY  
CONTACT



**Alivia Burke**  
*The Graphic Designer*

aliviascreatespace@gmail.com  
318.753.3668

## BILLING SCHEDULE

<b>3.1 PROPOSAL</b>	The terms of the Proposal, as received on <b>[DATE]</b> , shall be effective for 30 days after presentation to Client. In the event this Contract is not executed by Client within the time identified, the Proposal, may be subject to change and/or substitution.
<b>3.2 DEPOSIT</b>	<b>A deposit of 50% (USD), as provided in the Proposal, is required before any sketches, proofs, and design work can begin.</b> The Contract will remain in Proposal status, subject to the terms of the Proposal, until the full amount of the deposit has been received.
<b>3.3 PAYMENT SCHEDULE</b>	The Client agrees to pay the Graphic Designer a total amount of <b>[NUMBER]</b> (USD) for work described in the "Project Specifications". Upon final Project approval by the Client, the total amount, minus the deposit amount, will be emailed to the Client in a <b>final invoice and due</b>

**within 5-7 Business Days.** Any late/delayed payments and/or NSFs resulting in non-payment of the final payment amount to the Graphic Designer will result in delay and/or withholding of all deliverables.

### 3.4 LATE PAYMENTS, NSF

**Late payments and any payment received deemed non-sufficient funds (NSF) will incur a fee of 25% per month on the outstanding amount.** The Graphic Designer reserves the right to withhold all deliverables if the Client's account is not current and/or 3 Business Days past the final invoice date.

### 3.5 CANCELLATION

This Contract may be canceled at any time by either party effective immediately upon written notice. **The Graphic Designer will return all Client owned intellectual property within 3-5 days upon cancellation.**

## TERMS & CONDITIONS

**4. CONFIDENTIAL INFORMATION.** For the purposes of this Contract, "confidential information" shall include information or materials that are designated by the Client as confidential, as well as information about the Client that is not generally known. The following constitutes confidential information of the Client and should not be disclosed to third parties: deliverables, ideas, and concepts, developing branding, product photography drafts, marketing techniques and materials, marketing developments and plans, Client customer and prospect names, and private information about Client, pricing guidelines, financial information, employee, and contractor information. The Graphic Designer will not use the Client's name or logo without the Client's prior consent.

**5. NON-SOLICITATION.** For a 3-month period after the Contract ends, the Graphic Designer agrees to not: encourage Client employees, service providers, or customers to stop doing business with the Client; or hire any employees or contractors who worked for or with the Client.

**6. LIMITATION OF LIABILITY.** Except as set forth in this Contract, in no event shall either party be liable for any special, indirect, incidental, or consequential damages nor loss of data, profits or revenue, or cost of capital, nor for any exemplary damages arising from any claim or action, incidental or collateral to, or directly or indirectly related to or in any way connected with, the subject matter of the Contract, whether such damages are based on Contract, tort, statute, implied duties or obligations, or other legal theory, even if advised of the possibility of such damages. Notwithstanding the foregoing, any purported limitation or waiver of liability shall not apply to the Virtual Assistant's obligation under the indemnification of confidential information sections of this Contract of either party's liability to the other for personal injury, death, or physical damage to property claims.

**7. INDEMNITY.** The Graphic Designer agrees to indemnify the Client from and against all liabilities, losses, damages, and expenses in relation to the work the Graphic Designer has done under the Contract or a breach of Contract by either party.

The Client agrees to indemnify the Graphic Designer (and its affiliates) from and against all liabilities, losses, damages, and expenses in relation to the Contract or a breach of the Contract by either party.

**8. FORCE MAJEURE.** The Graphic Designer shall not be deemed in breach of this Contract if the Graphic Designer is unable to complete the Services or any portion thereof by reason of fire, earthquake, labor dispute, act of God or public enemy, death, illness, or incapacity of the Graphic Designer or any local, state, federal, national, or international law, governmental order or regulation or any other event beyond the Graphic Designer's control (collectively, "Force Majeure Event"). Upon occurrence of any Force Majeure Event, the Graphic Designer shall give notice to Client of its inability to perform or of delay in completing the Services.

**9. MISCELLANEOUS: 9.1 ASSIGNMENT.** The Graphic Designer shall not assign any rights of the Contract or any other written instrument related to the services provided under this Contract, and no assignment shall be binding without the prior written consent of the Client. **9.2 MODIFICATION.** To modify any aspect of the Contract, the Client and the Graphic Designer must agree to the change in writing and both parties must sign a document stating such change. **9.3 GOVERNING LAW.** The Parties shall make a good-faith effort to amicably settle by mutual Contract any dispute that may arise between them under this Contract. This Contract will be construed and enforced in accordance with the laws of the State of Louisiana, excluding its choice of law rules.

**10. INDEPENDENT CONTRACTOR.** The Client is hiring the Graphic Designer as an independent contractor. Nothing contained in the Contract shall create an employer or employee relationship or a principal and agent relationship between the Client and the Graphic Designer. This Contract does not create a partnership or joint venture and neither party is authorized to act as agent or bind the other party except as expressly stated in this Contract.

## ACCEPTANCE OF TERMS

**11. EXTENSION.** Both parties may extend the terms of this Contract in writing utilizing a "Contract Extension" Addendum form as provided by the Graphic Designer, allowing the terms of this Contract, with signature approval from both parties, to transfer to a future Extension Contract(s). Any changes, additions, deletions, and adjustments to the Payment Schedule, Responsibilities, Duties, and Deliverables of the Extension Contract during the extension process between the Graphic Designer and the Client must be stated in the Addendum for signature approval by both parties.

**12.1 ENTIRE CONTRACT.** This Contract and all attached or incorporated documents contain the entire Contract between both parties and supersedes all prior understanding, commitments, and Contracts, oral or written. This Contract may not be modified, changed, or otherwise altered in any respect except by a written Contract signed by both parties.

**12.2. ACCEPTANCE OF TERMS.** By their execution, the parties hereto have agreed to all the terms and conditions of this Contract effective as of the last date of signature, and each signatory represents that it has the full authority to enter this Contract and to bind her/his respective party to all the terms and conditions herein.

THE FOLLOWING PARTIES AGREE TO THE CLIENT CONTRACT  
AS EVIDENCED BY THEIR SIGNATURES.

*Client Signature*

*Graphic Designer Signature*

*Date Signed*

*Date Signed*

**[CLIENT COMPANY NAME]**  
[PRIMARY CONTACT NAME]  
*[TITLE]*

**aliviascreatespace**  
**Alivia Burke**  
*Graphic Designer*

## EXHIBIT A: PROJECT SPECIFICATIONS

This document is Exhibit A "Project Specifications" provided by the Graphic Designer for the Client in regard to the Contract for the following Project deliverable(s):

### PROJECT DETAILS

PROJECT NAME:  
[PROJECT NAME]  
GRAPHIC DESIGNER:  
[YOUR NAME]

### CLIENT DETAILS

[CLIENT BUSINESS NAME]  
REQUESTED BY:  
[PRIMARY CONTACT NAME]

### PROJECT DATES

START: [DATE]  
DELIVERY (Digital): [DATE]  
DELIVERY (Print): [DATE]

### DESCRIPTION OF PROJECT

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PRINT DELIVERY

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Will any part of the Project  
need to be shipped? [YES/NO]

SHIPPING METHOD:

[SHIPPING VENDOR/RATE]

ADDRESS:

[BUSINESS NAME]

C/O [CONTACT NAME]

[ADDRESS LINE]

[CITY, STATE, ZIP CODE]

[PHONE NUMBER]

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DIGITAL DELIVERY

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Will any part of the Project  
be in digital format? [YES/NO]

DELIVERY METHOD:

[I.E., EMAIL, DROPBOX]

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