

DESIGN SERVICES AGREEMENT

Flat-Fee Freelance Project Contract

This Design Services Agreement (the “Agreement”) is entered into as of the date signed below (the “Effective Date”), by and between:

Designer / Contractor Name: _____

Designer Business Address: _____

Designer Email / Phone: _____

(the “Designer”)

Client Name / Company: _____

Client Address: _____

Client Email / Phone: _____

(the “Client”)

The Designer and Client are each a “Party” and collectively the “Parties.” The Parties agree as follows:

1. Scope of Work

The Designer will provide design services for the following project (the “Project”):

Project Description: _____

The specific deliverables, formats, and number of concepts/revisions included are detailed in Exhibit A (attached or to be agreed in writing by both Parties before work begins). Any work outside this scope will be treated as a change request under Section 5.

2. Fees and Payment

- Total Project Fee: a flat fee of \$4,000 USD for the full scope of work described in Section 1 and Exhibit A.
- Deposit: 50% of the total fee (\$2,000 USD) is due upon signing this Agreement, before work begins.
- Final Payment: the remaining 50% (\$2,000 USD) is due upon Client's approval of final deliverables, and in any event no later than the end of the Project Timeline in Section 3.
- Payment Method: [payment method – e.g., bank transfer, invoice/ACH, or payment platform] to be specified by the Designer at invoicing.
- Late Payment: invoices unpaid more than 10 days after the due date accrue a late fee of 1.5% per month (or the maximum permitted by law, if lower).
- Ownership of final files transfers to the Client only upon receipt of full and final payment (see Section 6).

3. Project Timeline

The Project will be completed within 6 weeks of the Effective Date, subject to the Client providing timely feedback, content, and approvals as requested by the Designer. Delays caused by the Client (including late feedback, late content delivery, or late payment) will extend the timeline by an equivalent number of days and will not constitute a breach by the Designer.

Target Start Date: _____

Target Completion Date (6 weeks from start): _____

4. Revisions

The fee includes up to [two (2)] rounds of revisions on each deliverable. Additional revision rounds, or revisions requested after final approval, will be billed at the Designer's hourly rate of \$[____]/hour or a mutually agreed flat fee, and invoiced separately.

5. Change Requests

Any request for work beyond the scope described in Section 1 and Exhibit A (additional deliverables, new formats, or a materially changed direction) must be agreed in writing, including any adjustment to fee and timeline, before the Designer proceeds with that work.

6. Ownership and Intellectual Property

- Upon receipt of full and final payment of the total fee in Section 2, the Designer assigns to the Client all right, title, and interest, including copyright, in the final approved deliverables described in Exhibit A.
- Until full and final payment is received, all work product remains the property of the Designer, and the Client may not use, publish, or reproduce any deliverables (draft or final).
- The Designer retains the right to display the final work in their portfolio, website, and promotional materials, unless the Client requests confidentiality in writing.
- This Agreement does not transfer ownership of the Designer's pre-existing tools, templates, working files, fonts, or stock assets not licensed for transfer; the Client receives final production files (e.g., print-ready/export files) as defined in Exhibit A, not necessarily raw source files, unless otherwise agreed.

7. Independent Contractor

The Designer is an independent contractor, not an employee, partner, or agent of the Client. The Designer is responsible for their own taxes, insurance, and business expenses. Nothing in this Agreement creates an employment, partnership, or joint venture relationship.

8. Confidentiality

Each Party agrees to keep confidential any non-public business, technical, or creative information disclosed by the other Party in connection with the Project, and to use it only for purposes of this Agreement.

9. Cancellation and Termination

- Either Party may terminate this Agreement with 14 days' written notice.
- If the Client terminates after work has begun, the deposit is non-refundable, and the Client will pay the Designer for all work completed up to the termination date on a pro-rata or hourly basis.

- If the Designer terminates without cause, any deposit for work not yet delivered will be refunded to the Client on a pro-rata basis.
- Upon termination, the Client receives only the deliverables actually paid for in full; ownership of unpaid work remains with the Designer.

10. Limitation of Liability

The Designer's total liability under this Agreement will not exceed the total fees paid by the Client. Neither Party is liable for indirect, incidental, or consequential damages arising from this Agreement.

11. General

- This Agreement is governed by the laws of [State/Country], without regard to conflict-of-law principles.
- This Agreement, together with Exhibit A, constitutes the entire agreement between the Parties and supersedes any prior discussions or agreements regarding the Project.
- This Agreement may only be amended in writing signed by both Parties.
- If any provision is found unenforceable, the remaining provisions remain in full effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

DESIGNER

Signature: _____

Print Name: _____

Date: _____

CLIENT

Signature: _____

Print Name: _____

Date: _____

Exhibit A – Project Scope & Deliverables

To be completed and attached before work begins.

- Deliverables (e.g., logo files, brand guide, number of pages/screens, file formats):
- Number of initial concepts:
- Number of included revision rounds per deliverable:
- File formats provided to Client on final payment (e.g., AI, EPS, PNG, PDF, Figma link):
- Any items explicitly excluded from scope: