

Graphic Design Contract

This is a template, not legal advice

This document is a general-purpose template provided for information only. It is not legal advice, it does not create a lawyer-client relationship, and nobody has reviewed it against your situation.

Laws differ by country, state and province, and they change. A clause that is standard in one place can be unenforceable — or illegal — in another. Terms that are ordinary between two businesses can be void in a consumer or employment context.

Read every clause before you use it, fill in every blank, and delete anything that does not apply. For anything high-value, unusual, or that you could not afford to lose a dispute over, have a qualified lawyer in your jurisdiction review it before it is signed.

How to use this template

1. Read it end to end and delete any clause that does not apply to you. Blanks are shown as a grey label on a line.
2. Need the other party to sign too, with an audit trail and a tamper-evident seal? That is what the paid product does.

Graphic Design Contract

This Graphic Design Contract (this "Agreement") is made on [Date] between [Client's full legal or registered business name] of [Client's address] (the "Client") and [Designer's full legal or trading name] of [Designer's address] (the "Designer").

The Client wishes to engage the Designer to design [Describe the project, e.g. a logo and brand identity, a set of packaging designs, a marketing brochure] (the "Project"). The Designer agrees to carry out that work on the terms set out below. This Agreement replaces any proposal, quote or estimate previously exchanged, except where a document is expressly attached to and incorporated into this Agreement.

1. The Parties and the Engagement

The Client engages the Designer as an independent contractor, not as an employee, partner, agent or joint venturer. The Designer decides how, when and where the work is performed, supplies their own equipment and software, and is free to work for other clients during the term of this Agreement.

The Designer is responsible for their own taxes, insurance and any statutory contributions arising from payments under this Agreement, and is not entitled to employee benefits of any kind. Where the Designer uses a subcontractor for part of the Project, the Designer remains fully responsible to the Client for that work and for the subcontractor's compliance with this Agreement.

Day-to-day contact for the Project is [Client's named contact and email] for the Client and [Designer's named contact and email] for the Designer. Approvals, change requests and notices are only effective when sent in writing to those addresses.

2. Scope of Work and Deliverables

The Designer will produce the following deliverables for the Project:

- (a) [Number of concepts, e.g. two (2)] initial design concepts for [Describe the deliverable, e.g. a primary logo mark] ;
- (b) development of the concept the Client selects into a final, print- and screen-ready design;
- (c) [List any other included work, e.g. a colour and font specification sheet, a one-page brand style guide, business card and letterhead layouts] ;
- and
- (d) final delivery in the file formats and on the source-file terms set out in clause 10.

3. Out of Scope

Anything not listed in clause 2 is out of scope. For the avoidance of doubt, and unless the Parties agree otherwise in writing, the following are NOT included: a full brand identity system beyond the deliverables listed above; website or UI design and development; copywriting or content strategy; purchase or licensing of stock photography, illustration or paid fonts beyond

[Stock/font budget, or write "not applicable"] ; print production, print buying, or on-site press checks; trademark search, registration or other legal clearance of the chosen mark or name; and physical prototypes or mockups beyond

[Number of physical mockups included, or write "none"] .

Where the Project requires paid third-party assets or services (stock imagery, licensed fonts, print production, courier delivery of proofs), the Client pays for them directly and in the Client's own name. The Designer may purchase them on the Client's behalf only with prior written approval, in which case the cost is re-invoiced at cost plus

[Handling percentage, e.g. 0%] .

4. Changes to Scope

Either Party may request a change to the scope at any time. A request becomes a change to this Agreement only when the Designer has provided a written change note stating the additional work, the additional fee, and the effect on the timeline, and the Client has approved that change note in writing.

Requests made in passing — in a call, a chat message or a comment on a proof — are not change notes and create no obligation on the Designer to perform the work. Until a change note is approved, the Designer continues to work to the scope in clause 2, and no milestone date shifts as a result of the request.

Additional work approved under this clause is charged at

[Hourly or day rate for additional work] unless the change note states a fixed price.

5. Timeline, Milestones and Approvals

The Project starts on [Start date] and is scheduled to complete by [Target completion date] . The Parties will work to the following milestones:

- (a) Creative brief and reference materials confirmed by [Date] ;
- (b) Initial concepts delivered by [Date] ;
- (c) Concept selected and revision direction confirmed by [Date] ;
- (d) Final design approved by [Date] ; and
- (e) Final files delivered by [Date] .

6. Review and Approval Windows

The Client will review each milestone deliverable and either approve it or return consolidated written feedback within [Review window, e.g. five (5) business days] of delivery. Feedback returned after that window is treated as a new revision round under clause 8. If the Client does not respond within [Deemed approval period, e.g. ten (10) business days], the deliverable is deemed approved and the Designer may proceed to the next milestone.

Approval of a milestone means the Client accepts that deliverable as the basis for the work that follows. Revisiting an approved concept later — asking for a different design direction after the concept stage has closed, for example — is a change to scope under clause 4, not a revision.

Timeline dates assume the Client meets its obligations under clause 7 and responds within the windows above. Delays caused by the Client extend every subsequent milestone date by at least the length of the delay, and the Designer may reschedule the remaining work to the next slot available in the Designer's calendar.

7. Client Materials, Brief and Approvals

The Client will supply a written creative brief, any existing brand materials, reference examples, product photography and other content the Designer reasonably needs, by [Content deadline]. Where the Client wants a specific person to sign off on designs, the Client will name that approver in writing before the Project starts; the Designer is entitled to treat sign-off from that person, or from the day-to-day contact in clause 1, as the Client's approval.

If the brief or materials are not supplied by the deadline, the Designer may proceed on reasonable assumptions clearly noted in the concept presentation, and the affected milestone is treated as met for payment purposes. If the outstanding items remain outstanding for more than [Grace period, e.g. thirty (30) days], the Designer may invoice all work completed to date, place the Project on hold, and charge a re-engagement fee of [Re-engagement fee] to restart it.

The Client warrants that it owns or is licensed to use everything it supplies, and that the Designer's use of that material in the Project will not infringe any third party's rights. The Client will indemnify the Designer against any claim arising from material the Client supplied.

8. Revisions

The fee in clause 9 includes [Number of concept-stage revision rounds, e.g. two (2)] rounds of revisions at the concept stage and [Number of final-stage revision rounds, e.g. two (2)] rounds at the final-design stage. A round is one consolidated set of written feedback from the Client, delivered in a single response; the Designer will action that set in full before the next round begins.

Revisions cover refinement of the selected concept within the agreed scope — colour, type, layout and copy adjustments to the direction already chosen. They do not cover exploring a different design direction after the concept stage has closed, a change to the brief, or additional deliverables, all of which are changes to scope under clause 4.

Revisions beyond the included rounds, and any revision requested after a milestone has been approved or deemed approved, are charged at [Hourly rate for extra revisions] per hour, billed in [Minimum billing increment, e.g. 30-minute] increments and invoiced monthly. The Designer will tell the Client in writing before starting work that will be charged at that rate.

9. Fees and Payment Schedule

The total fee for the Project is [Total project fee and currency] , exclusive of any sales tax, VAT or GST, which is added where applicable.

Invoices are payable within [Payment terms, e.g. seven (7) days] of the invoice date. Amounts unpaid after the due date carry interest at [Late payment interest, e.g. 1.5%] per month, or the maximum rate permitted by law if lower, accruing daily from the due date until payment is received. Bank transfer fees and currency conversion costs are the Client's responsibility.

If any invoice is more than [Suspension trigger, e.g. fourteen (14) days] overdue, the Designer may suspend all work and withhold delivery of proofs and final files until the account is settled in full. Time lost to a suspension extends the timeline, and the Designer is not liable for any consequence of a delay caused by non-payment.

The Client will pay the total fee as follows:

- (a) a non-refundable deposit of [Deposit amount or percentage, e.g. 40%] , invoiced on signature and payable before work begins;
- (b) [Interim payment amount or percentage, e.g. 30%] on approval of the final design; and
- (c) the balance of [Final payment amount or percentage, e.g. 30%] on completion, invoiced when the final files are ready and payable before delivery of those files and before the transfer of ownership in clause 11.

10. Deliverable File Formats and Source Files

On final payment, the Designer will deliver the approved design in the following formats: [Delivered file formats, e.g. print-ready PDF, PNG and JPG] , in [Colour modes and resolutions, e.g. CMYK 300dpi for print and RGB 72dpi for web] . These flattened, delivery-ready files are always included and are what the Client should use to print, publish or hand to a third party for ordinary use.

The editable source files — the native working files such as [Native source file formats, e.g. .AI, .PSD or .INDD] , with layers, fonts and vector paths intact — are a separate deliverable and transfer to the Client only on the terms elected below. Without the source files, the Client can use the delivered formats as they are but cannot edit the design, change the type, swap a colour, or rebuild it at a different size without commissioning further work.

The Parties elect one of the following for the source files:

[Source-file election — write "included" or "not included", e.g. included] . Where the election is "included," the source files are delivered to the Client together with the final files at no additional cost. Where the election is "not included," the Designer retains the source files and will provide them only on request, for an additional fee of [Source file fee, or write "not applicable"] , or as part of a separate licence to modify the work.

Where source files are delivered, the Designer is not obliged to retain a further copy, and the Client is responsible for its own backups of them from the point of delivery.

Where source files are not delivered, the Designer will keep them for

[Source file retention period, e.g. two (2) years] after final delivery and will make them available on the terms above on request within that period; the Designer is not obliged to retain them, or to provide them on any terms, after that period ends.

Any typefaces licensed for the Project remain subject to their own font licences. The Client is responsible for obtaining its own licence to use a licensed font beyond what the Designer's licence permits — for example, embedding it in software, or using it under more seats or on more projects than the Designer's licence covers — and the Designer is not responsible for a use of a font that breaches its licence.

11. Intellectual Property and Ownership Transfer

Until the Designer has received the total fee and every other amount due under this Agreement in cleared funds, the Designer retains full ownership of all designs, concepts, files and other materials produced for the Project. During that period the Client has a limited, revocable licence to review the work for the purpose of approving it, and no right to use, publish, reproduce or distribute it.

On receipt of final payment in full, the Designer assigns to the Client all right, title and interest in the final, selected design deliverable produced specifically for the Project, for use in the formats and on the source-file terms set out in clause 10. The Designer will sign any further document the Client reasonably requires to give effect to that assignment, including for trademark filing purposes.

Three things are excluded from that assignment and never transfer. First, third-party components — licensed fonts, stock photography, illustration and icon sets — which remain owned by their licensors and reach the Client under their own licences, as noted in clause 10. Second, the Designer's pre-existing and general-purpose materials: templates, brushes, texture libraries, processes and know-how the Designer brings to or develops for general use, in which the Client receives a perpetual, non-exclusive, royalty-free licence to the extent they are embedded in the deliverables. Third, concepts, drafts and design directions not selected by the Client, which the Designer may reuse freely, and which remain the Designer's property regardless of the source-file election in clause 10.

12. Portfolio Rights and Credit

The Designer may display the Project — including the final design, process work, unused concepts and a description of the work — in the Designer's portfolio, website, social channels, case studies and award or competition entries, and may describe the Client as a client. This right survives completion or termination of the Project and applies once the work is publicly released or the Client has publicly announced it, whichever is earlier.

The Designer will not disclose any information the Client has marked confidential, or any commercially sensitive figures, without the Client's written consent. If the Client needs the Project kept confidential for a period — for an unreleased product or brand, for example — the Client must say so in writing before delivery, in which case the Designer will delay any portfolio use until [Embargo date, or write "not applicable"] .

The Designer may place a discreet credit reading [Credit line, e.g. "Design by ..." with a link] on any print collateral or packaging where a credit line is customary. The Client may ask for it to be omitted at no additional charge.

13. Termination and Kill Fee

Either Party may terminate this Agreement by giving [Notice period, e.g. fourteen (14) days] written notice. Either Party may terminate immediately if the other commits a material breach that is not remedied within [Cure period, e.g. seven (7) days] of written notice of it, and the Designer may terminate immediately if any invoice is more than [Payment default period, e.g. thirty (30) days]

overdue.

On termination for any reason the Client will pay, within [Final settlement period, e.g. seven (7) days] : all fees for milestones already delivered or deemed approved; a pro-rata amount for work in progress on the current milestone, based on the Designer's reasonable assessment of the work completed; and any third-party costs the Designer has already committed on the Client's behalf. The deposit is non-refundable and is credited against those amounts — except that where the Designer terminates for convenience, or the Client terminates for the Designer's unremedied material breach, the Designer shall refund the part of the deposit that exceeds the amounts due under this clause.

If the Client terminates for convenience after work has begun, the Client also pays a kill fee of [Kill fee, e.g. 25% of the remaining unpaid balance] to compensate the Designer for the reserved capacity that cannot be resold at short notice. Ownership of work produced up to termination remains with the Designer unless every amount due under this clause is paid in full, in which case clause 11 applies to the work as it stands at termination, at whatever concept stage it had reached.

14. Governing Law and General

This Agreement and any dispute arising out of it are governed by the laws of [Governing law, e.g. the State of Delaware] , and the Parties submit to the exclusive jurisdiction of the courts of [Jurisdiction] . Before starting proceedings, the Parties will attempt in good faith to resolve the dispute by discussion between the named contacts in clause 1.

Except for the Client's payment obligations and either Party's liability for death, personal injury, fraud, or infringement of the other's intellectual property, each Party's total liability under this Agreement is limited to the total fee paid or payable by the Client, and neither Party is liable for loss of profit, revenue, data, goodwill or any indirect or consequential loss. Neither Party is liable for a delay caused by an event outside its reasonable control, provided it notifies the other promptly; this does not excuse an obligation to pay amounts due.

This Agreement is the entire agreement between the Parties about the Project and may only be amended in writing signed by both Parties, or by an approved change note under clause 4. Neither Party may assign it without the other's written consent, not to be unreasonably withheld. If any provision is held unenforceable, the rest continues in force, and a failure to enforce a provision is not a waiver of it. The Client's warranty and indemnity in clause 7, clauses 11, 12 and 13, and this clause survive termination, as does any obligation to pay an amount that accrued before termination.

15. Signatures and Date

This Agreement takes effect on the date of the last signature below, and neither Party is bound by it until both have signed. Until then it is a proposal only, and the Designer is under no obligation to begin work or hold capacity.

This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement. The Parties agree that an electronic signature has the same effect as a handwritten one.

Each person signing below confirms that they have read this Agreement, agree to it, and are authorised to sign it on behalf of the party they represent.

In agreement with the terms above, the parties have signed below on the dates written beside their signatures.

Client

Signature: _____

Printed name: _____

Company: _____

Title: _____

Date: _____

Designer

Signature: _____

Printed name: _____

Date: _____