



AGREEMENT FOR DESIGN SERVICES

Parties to This Agreement. This Agreement is entered into by Lyndsey Simpson of LS Creative (hereinafter “Designer”) and XXX (hereinafter “Client”) on this Xth day of Month, 2021 in Henderson County, North Carolina, and is governed by the laws and under the jurisdiction of Henderson County, North Carolina. This Agreement is valid and binding upon Designer and Client for all Work requested by Client unless and until rescinded or revised in writing by Designer.

Work: Designer agrees to produce project materials (Work) as requested and agreed upon by Client and guarantees she, or individuals working under her direct supervision, will be the sole author(s) of the Work. Upon completion of Work, Designer will provide Client with multiple file types Client can use in both print and digital media.

Confidentiality: Designer acknowledges that she may receive or have access to information relating to Client’s past, present, or future products, vendor lists, creative works, marketing strategies, pending projects/proposals, and other proprietary information. Upon Client’s request, Designer agrees to protect the confidentiality of Client’s proprietary information and all forms thereof, whether disclosed to Designer before this Agreement is signed or afterward. Unless strict confidentiality is requested by Client in advance of or at the time of signing this contract, Designer has Client’s permission to display materials and final work created for Client on Designer’s website, currently <http://lscreative.studio/>, social media accounts, public presentations, and potential client presentations.

Copyrights: Client acknowledges that Designer does not research copyrights or trademarks and it is the responsibility of Client to do so prior to requesting Work. Once Work is completed, Client will own all artwork and may use appropriately.

Compensation: Client agrees to pay Designer 50% of the total project cost, which shall be provided to Client in writing before any services are provided, and the remaining 50% before any workable files are delivered. If the parameters of the Work change, or if the length of time required to complete the project increases, Designer will inform Client and they will renegotiate Designer’s compensation. Client may make payment directly through Invoice sent by Designer or by check. Client understands payments made via check may delay start of the project. The stated fee includes two (2) rounds of proofs for each piece. Each additional proof is \$100 each, per piece.

Client Approval: Upon acceptance of the Work, Client accepts responsibility for any projects in which the Work is used (e.g. printing, etc.). Designer is not responsible for errors occurring in any subsequent work or projects.

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 of all expenses incurred and any work done toward the completion of the project based on the percentage of completion as determined by



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Designer. Should Client cancel the project following its completion, Client is responsible for full payment of the total project cost stated above or any renegotiated and agreed upon amount, plus all expenses incurred. In the event of cancellation, Designer retains ownership of all copyrights and original work created.

Force Majeure: A party shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to, acts of nature, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.

Indemnification/Liability: Client agrees to indemnify, save and hold harmless Designer from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by a third party arising out of any breach of Client's responsibilities or obligations, representations or warranties under this Agreement. Under such circumstances Designer shall promptly notify Client in writing of any claim or suit; (a) Client has sole control of the defense and all related settlement negotiations; and (b) Designer provides Client with commercially reasonable assistance, information and authority necessary to perform Client's obligations under this section. Client will reimburse the reasonable out-of-pocket expenses incurred by Designer in providing such assistance.

Entire Agreement: This Agreement constitutes the entire agreement between the parties (less project design details), and supersedes all prior agreements, representations, and understandings of the parties, written or oral.

Notices: All notices permitted or required under this Agreement shall be made or confirmed in writing.

Acceptance of Terms: Client promises to pay for the services rendered by Designer for Work as agreed upon. By signing below, Client agrees s/he has read, understood, and is considered legally bound by these terms.

Client Signature

Date

Organization's Name

Position

Designer Signature

Date