

sent to Client as \_\_\_\_\_ ("Proposal"). The parties thereafter agree as follows:

### Basic Terms and Conditions

#### 1. DEFINITIONS

As used herein and throughout this Agreement:

1.1 Agreement means the entire content of the Basic Terms and Conditions document, the Proposal document(s), Schedule A, together with any other Supplemental Agreements entered, together with any exhibits, schedules or attachments hereto.

1.2 Client Owner means all content provided by Client for use in the preparation of work to be delivered by Designer to Client, in the form and media specified in the Proposal.

1.3 Copyright means the proprietary or other intellectual property, registered or unregistered, in any form of expression, as defined in applicable Law.

1.4 Deliverables means the services and work product specified in the Proposal to be delivered by Designer to Client, in the form and media specified in the Proposal.

1.5 Designer Tools means all design tools developed and/or utilized by Designer in performing the Services, including without limitation pre-existing and newly developed software including mobile tools, Web authoring tools, type fonts, and application tools, together with any other software, all other intangibles whether or not patentable, and general non-copyrightable concepts related to website design, architecture, layout, organization and functional elements.

1.6 Final Art means all creative content developed or created by Designer, or commissioned by Designer, exclusively for the Project and incorporated into and delivered as part of the Final Deliverables, including and by way of example, not limitation, any and all visual designs, visual elements, graphic design, illustrations, photography, animation, sounds, typographic treatments and text, modifications to Client Content and Designer's selection, arrangement and modification of such elements together with Client Content and/or Third Party Materials.

1.7 Final Deliverables means the final version of Deliverables provided by Designer and accepted

# Contracts Made Simple

not in clear as \_\_\_\_\_ (Project). The parties to this agreement are:

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## Why should you have a contract?

1.2 Client Owner means all such persons or entities who are the owners of the Project as provided by Client for use in the preparation of and/or incorporation in the Deliverables.

1.3 Copyright means the copyright holder of any work of authorship, as defined.

- To protect yourself, your work, and your time.
- Spell out terms, payment, and delivery
- Assures rights, claims to files, usage and other rights purchased

1.4 Deliverables means the services provided by Designer to Client, in the form of:

- Sets hourly rate and number of revisions before more \$\$\$ is exchanged

1.5 Designer Tools means all design services, including without limitation, web marketing tools, type fonts, and applications tools, together with any other services whether or not purchased, and general non-copyrightable concepts, methods, website design, architecture, layout, conceptual and technical drawings.

1.6 Final Art means all creative content developed or created by Designer, or incorporated by Designer, exclusively for the Project

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Client to Client as \_\_\_\_\_ ("Project"). The parties hereto agree as follows:

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1.2 Client Content means all materials, information, photographs, writings and other content received provided by Client for the Project.

1.3 Copyright means the property rights in literary, dramatic, musical, artistic, and other works of expression, as defined and enforceable under U.S. Copyright Law.

1.4 Deliverables means the work product to be provided by Designer to Client, as the final result of the Project.

1.5 Designer Tools means all design tools developed and/or utilized by Designer in performing the services, including without limitation pre-existing and newly developed software including mobile, Web enabling tools, type fonts, and application tools, together with any other software, all other inventions whether or not patentable, and general non-copyrightable concepts and/or website design, architecture, layout, conceptual and functional elements.

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# Things to include in your contract:

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#### 1. Estimate terms:

Estimate the amount of time needed – overestimate at first  
Clients love it when things are done early and under budget  
If more time is needed, call and check in with them

Who pays for special things like fonts or stock imagery? Are these added to the final charges or a part of the initial estimate?

Are there special charges for rush orders? Special project fees? Kill fees?

Exact description of the product/services and an invoice schedule

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## 2. Changes:

How many changes or rounds of revision are allowed before an additional fee is added?

1.2 Client Content means all materials, content provided by Client for use in the

How much is the additional revision?

1.3 Copyright means the property rights in original works of authorship, registered or unregistered works of expression, as defined and

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1.5 Designer Tools means all design tools developed and/or utilized by Designer in performing the Services, including without limitation pre-existing and newly developed software including mobile tools, Web authoring tools, type fonts, and application tools, together with any other software, all other intangibles whether or not patentable, and general non-copyrightable concepts, methods, website design, architecture, layout, conceptual and functional elements.

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1.3 Copyright means the property rights in original works of authorship, expressed in tangible medium of expression, as defined and enforceable under U.S. Copyright Law.

1.4 Deliverables means the services

**3. Turn around time:**  
How quickly should they expect to see work back?  
Deadlines motivate you to get stuff done.

1.5 Design Tools means all design tools developed and/or utilized by Designer in performing the Services, including without limitation pre-existing and newly developed software including mobile, Web authoring tools, type fonts, and application tools, together with any other software, all other intangibles whether or not patentable, and general non-copyrightable concepts, methods, website design, wireframes, layout, conceptual and functional documents.

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1.2 Client Content means all materials, information, photographs, writings and other creative content provided by Client for use in the preparation of and/or incorporation in the Deliverables.

1.3 Copyright means the property rights, as defined by applicable law, in the original works of expression, as defined by applicable law.

1.4 Deliverables means the services and materials provided by Designer to Client, in the form and content set forth in the Proposal.

1.5 Designer Tools means all design tools, software, including without limitation pre-pressing and color management, proofing tools, Web publishing tools, type fonts, and application tools, together with any other software, all other accessories whether or not permitted, and general non-copyrightable materials including website design, wireframes, layout, conceptual and functional documents.

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## 4. Client approval:

How does the approval process work

- Is a print sent to the client, signed and returned?
- Is email ok?
- If there is a rush, does will you allow it to go straight to a printer (no proofread from client)?

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1.4 Deliverables means the services and work product to be provided by Designer to Client, in the form and under the terms set forth in the Proposal.

1.5 Designer Tools means all design tools, design software, design equipment, design services, including without limitation pre-existing and newly developed software including mobile, Web enabling tools, type fonts, and application tools, together with any other software, all other accessories whether or not portable, and general non-copyrightable design-related website design, webmaster, layout, conceptual and technical services.

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## 5. Promoting:

Do you retain the right to show the work in your portfolio? Both online and in print?  
Can you enter competitions with the work you made for your client?



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1.3 Copyright means the property rights in original works of authorship, expressed in tangible medium of expression, as defined and referred to in the Copyright Act of 1976.

1.4 Deliverables means the services and the work product to be provided by Designer to Client, in the form and under the terms of the Agreement.

1.5 Designer Tools means all design tools developed and/or utilized by Designer in performing the Services, including without limitation pre-existing and newly developed software including mobile apps, Web authoring tools, type fonts, and application tools, together with any other software, all other inventions whether or not patentable, and general non-copyrightable concepts, methods, website design, architecture, layout, organizational and functional elements.

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6. Confidential info:  
Each party's private information remains private and protected.

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1.3 Copyright means the property rights in original works of authorship, expressed in tangible medium of expression, as defined under applicable law.

1.4 Deliverables means the services a Designer to Client, in the form and content

7. Relationship to client:

Do you clarify that you are not an employee if you are doing freelance or contracted work? Is it required that you work on site?

1.5 Designer Tools means all design tools, software, and other equipment used by Designer in the performance of the services, including without limitation pre-existing and newly developed software including mobile, Web authoring tools, type fonts, and application tools, together with any other software, all other accessories whether or not portable, and general non-copyrightable computer-related website design, webmaster, layout, conceptual and technical documents.

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1.3 Copyright means the property rights in original works of authorship, registered or unregistered works of expression, as defined in applicable Copyright Law.

1.4 Deliverables means the services provided by Designer to Client, in the form and content specified in the Proposal.

1.5 Design Tools means all design services, including without limitation pre-existing and newly developed software, including mobile, Web authoring tools, type fonts, and application tools, together with any other software, and other services whether or not patentable, and general non-copyrightable concepts, ideas, website design, wireframes, layout, conceptual and functional documents.

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## 8. Warranties:

How long after it's been turned over are you willing to fix a typo, grammatical error or broken link?

Is a month too long? Is a year too long?

not in Clear as \_\_\_\_\_ (Proposed). The parties thereafter agree to discuss

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1.3 Copyright means the property rights in original works of authorship, expressed in tangible medium of expression, as defined and enforceable under U.S. Copyright Law.

## 9. Contract termination:

You just don't want to work together anymore, how do you go about that? Who owns the progress so far?

1.4 Deliverables means the work product created by Designer as contemplated by the Agreement or Client, in the form and manner specified in the Agreement or Client.

1.5 Design Tools means all design tools developed and/or utilized by Designer in performing the Services, including without limitation pre-existing and newly developed software including mobile, Web enabling tools, type fonts, and application tools, together with any other software, all other intangibles whether or not patentable, and general non-copyrightable concepts, methods, website design, architecture, layout, conceptual and functional elements.

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entirety of the \_\_\_\_\_ ("Project"). The parties hereto agree as follows:

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1.3 **Copyright** means the property rights in original works of authorship, expressed in tangible medium of expression, as defined and referred to in the Copyright Act of 1976.

1.4 **Deliverables** means the services and work product to be provided by Designer to Client, in the form and under the terms specified in the Proposal.

1.5 **Designer Tools** means all design tools developed or owned by Designer, or incorporated by Designer, including without limitation pre-existing and newly developed software including mobile, Web enabling tools, type fonts, and application tools, together with any other software, all other intangibles whether or not patentable, and general non-copyrightable concepts, methods, website design, architecture, layout, conceptual and functional elements.

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**10. Act of God:**  
Fire, flood, earthquake...in the event of something out of your control, what do you do?



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1.3 Copyright means the property rights in original works of authorship, expressed in any tangible medium of expression, as defined in \_\_\_\_\_

1.4 Deliverables means the services Designer to Client, in the form and

11. Other legal considerations:

How are they dealt with when they come up? How does third party usage get treated?

1.5 Designer Tools means all design tools developed and/or utilized by Designer in performing the Services, including without limitation pre-existing and newly developed software including mobile apps, Web authoring tools, type fonts, and application tools, together with any other software, all other inventions whether or not patentable, and general non-copyrightable concepts, methods, website design, architecture, layout, organizational and functional elements.

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# 12. Signatures

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1.3 Copyright

means all rights in the Client Content, including the right to reproduce, distribute, display, perform, transmit, and otherwise use the Client Content, in any form or by any means, now known or hereafter developed, and all other intellectual property rights in the Client Content.

1.4 Deliverables means the services and work product specified in the Proposal to be delivered by Designer to Client, in the form and under the terms specified in the Proposal.

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