

## General Contract and Agreement

**Parties and Assignment:** This agreement (the "Agreement") is established between \_\_\_\_\_ (the "Client") and Emily Gonsalves (the "Designer") in regards to graphic design and related services to be provided.

**Work:** Designer agrees to produce materials (the "Work") at the request of the Client for agreed fees and to deliver Work by an agreed deadline and submission method. No Work will be outsourced without consent of the Client. Designer will use reasonable care to ensure that Work does not infringe upon copyright or any other right of a third party, but will not be held responsible if the Client has not secured permission to use supplied copyrighted materials.

**Confidentiality:** Designer acknowledges that she may receive or have access to Personally Identifying Information. Designer agrees to preserve and protect the confidentiality of such information. The Designer retains the right to use materials created for the Client for portfolio and self-promotional purposes, but will protect Personally Identifying Information by utilizing altered details as needed for public display. The Designer reserves the right to show unaltered samples to individuals for portfolio and self-promotional purposes on a private basis.

Copyrighted materials owned by the Client or used with the permission of a third party will remain copyrighted by the applicable party. The Designer retains copyrights to newly created materials. Copyrights are not transferable to the Client unless a premium is paid in addition to the cost for the project.

**File Formats:** Unless otherwise requested, the Designer will only supply documents needed for proofing and the intended method of distribution. Editable formats, including but not limited to: InDesign files, layered Photoshop files, and Illustrator files – are available at a non-negotiable premium rate, to be determined separately.

**Compensation:** Designer will bill for the Work as agreed and Client will pay for all completed Work. The Client will be notified if any rush fees are to be incurred and will have the option of extending the deadline or accepting to pay rush fees to maintain a deadline. If the parameters of the Work change, or it involves more time than estimated, the Designer will consult with the Client to determine a course of action. If the Designer has not received any comments or revisions within a reasonable time frame after submitting a proof, the Designer may invoice the Client for services rendered. Expenses including, but not limited to: postage, courier service, and printing will be paid in separate by the Client for any Work created for the Client.

**Payment and Collection:** Unless otherwise specified in writing, invoices not paid by the due date accrue interest at 5% per month. Client agrees to pay for any cheque returned for insufficient funds, paying the amount determined by the bank of the Designer. Client agrees to pay all reasonable attorney's fees if an account is placed with an attorney for collection.

**Client Approval:** Designer agrees to submit materials to Client within a reasonable time frame for proofing. Please evaluate materials carefully, the Designer is not responsible for errors occurring in the Work after acceptance and approval of the Work by the Client.

The Designer is not responsible for Client-driven delays. If such delays are extensive, deadlines may no longer be guaranteed. The Client is expected to respond in a timely matter and update the Designer regarding the cause or expected extent of any Client-driven delays. The Designer is not expected to repeatedly follow-up with the Client in the event of such delays; she will only follow up at her discretion.

**Revisions:** All revisions are subject to additional fees. The Designer will assist the Client in editing and reviewing Work prior to completion and/or distribution. Should any revisions requested by the Client negate any part of the Work already completed, the Client accepts responsibility for payment of completed work and all related services. Work not used by the Client is the sole property of the Designer and may be used by the Designer for any purpose.

**Cancellation:** Both parties understand that the Client or Designer may terminate the service at any time if, for any reason, the relationship is deemed unsatisfactory by either party. Upon cancellation, the Client is responsible for payment for any Work done toward the completion of any active projects as well as all expenses incurred related to the Work. If the Client cancels a project following completion, the Client is responsible for full payment and all related expenses incurred.

**I assert that I have read, understood, and agree to this Contract and Agreement.**

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Designer Signature

\_\_\_\_\_  
Date

