**Design Services Agreement**

THIS DESIGN SERVICES AGREEMENT is made the \_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_, 20\_\_.

BETWEEN: \_\_\_\_\_\_ CLIENT’S NAME \_\_\_\_\_\_\_\_

AND: \_\_\_\_\_\_ YOUR NAME \_\_\_\_\_\_\_\_

**BACKGROUND**:  
A. Party A specialises in providing \_\_\_\_\_\_ CLIENT’S ACTIVITY \_\_\_\_\_\_\_\_.  
B. Party B specialises in providing illustration and web design services to the general public.  
C. Party A has requested that Party B provide illustration services to Party A. These services are referenced in the Schedule and will hereafter be referred to as ‘the Services’.

**NOW THE PARTIES AGREE as follows:**

**1. Provisions of Services**  
1.1 Party B must provide the Services to party A.  
1.2 Party B will deliver each completed Design Phase to party A by the dates specified in the Design Plan.

**2. Service Rates**  
2.1 Party A will pay Party B the Fees specified in the Schedule.

**3. Termination**  
Either party may terminate this Agreement where the other party breaches this Agreement and fails to rectify that breach within 7 days of receiving notice of the breach.

**4. Warranties and indemnities**

All warranties, conditions and representations whether express or implied other than express warranties stated by Party B in writing are expressly excluded except in circumstances whereby Party B is by law unable to exclude or limit such liability.

**5. Intellectual Property and Copyright**

5.1 Party B assigns to Party A all existing and future Intellectual Property Rights to the artwork produced from work carried out from the Services.   
5.2 Party B assigns copyright of all artwork produced from the Services referenced in the Schedule to Party A.

**6. Non Disclosure**

6.1 Party B must not discuss the contents of this contract with any third party other than in an official capacity with a legal advisor.  
6.2 Party B has agreed to carry out the Services referenced in the Schedule under ‘full confidentiality’. Therefore Party B agrees that they will not display the artwork created in the Services referenced in the Schedule in any way whether for personal or professional purposes, and will furthermore not release the artwork to any third party. This is to include, but is not limited to, any individual, organisation or company.

**SCHEDULE 1**

**Item 1 Party B’s Fee:**

The full fee to be paid by party A to party B for the Services referenced in the schedule is \_\_\_\_\_\_\_ AMOUNT TO BE PAID \_\_\_\_\_\_\_

. This fee is to be paid as follows:

(50% Deposit) - To be paid by party A to party B prior to commencement of the Services referenced in the schedule.  
  
(50% Final Payment) - To be paid by party A to party B when the Services referenced in the schedule are complete.

**Item 2 The Services:**

This section of the contract details the work to be carried out by Party B on behalf of Party A.

\_\_\_\_\_\_\_ JOB DESCRIPTION \_\_\_\_\_\_\_

**Item 4 Commencement Date:**

The commencement date for this agreement is the \_\_\_\_\_\_\_ DATE OF COMPLETION \_\_\_\_\_\_\_

**SCHEDULE 2**

Approvals of each design phase will be made by party A. Work in the Services will be considered complete when party A has given final approval that all designs are satisfactory.

The signatures below constitute an agreement on the terms of this contract:

Party A: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Party B: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_