# CLAYTON HIGHTOWER

# Design Contract

This agreement is made by and between the "Client" and the "Designer". In consideration of the mutual agreement made herein, both parties agree as follows:

1). The Designer agrees to produce what is described in the project description and invoice at the request of the client. These files will be delivered in formats such as: ".ai, .psd, .pdf, .png, and or .jpg".

2). This contract covers initial project agreements in line items 1-5 in invoice. Any further time/ rounds of revisions may exceed estimate but client will be notified prior to work exceeding these parameters.

3). Client agrees to pay Designer a non-refundable deposit of 30% of the total project estimate before any services are provided, and the remaining 70% is to be paid before any workable files are delivered.

4). Any requests declared within 1 week of their respective deadlines are subject to a rush fee of 15% increase of said items total cost. Any expenses exclusive of normal overhead are not included in this agreement and will be billed separately. Examples of such expenses are: Printing cost, phone and in-person consult, and travel.

5). 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 for all expenses incurred and any work done towards the completion of the project based on the percentage of the project completed that is determined by Designer.

6). Upon delivery, Client retains full responsibility of provided files. Designer is not responsible for storage and safekeeping of files.

7). Unless strict confidentiality is requested by Client in advance of the establishment of this contract, Designer can display materials and final work created for the Client.

8). Client promises to pay for the services rendered by Designer for the work as agreed upon. By signing below, Client agrees they have read, understood, and are considered legally bonded to these terms.

_____     _____     _____

**PRINT NAME**         **SIGNATURE**         **DATE**