

# Design Shop Contract (based on Killer Contract by Andy Clarke)

Between Las Positas College Design Shop

And [customer name]

## Summary:

We'll always do our best to fulfil your needs and meet your expectations, but it's important to have things written down so that we both know what's what, who should do what and when, and what will happen if something goes wrong. In this contract you won't find any complicated legal terms or long passages of unreadable text. We've no desire to trick you into signing something that you might later regret. What we do want is what's best for both parties, now and in the future.

So in short; You ([customer name]), located at [customer address] ("You") are hiring us ([company name]) ("We or Us") to:

- [Description of project]. Refer to the attached Creative Brief for additional details.

For the estimated total price of [total] as outlined in our previous correspondence.

Of course it's a little more complicated, but we'll get to that.

## What do both parties agree to?

**You:** You have the authority to enter into this contract on behalf of yourself, your company or your organization. You'll give us the assets and information we tell you we need to complete the project. You'll do this when we ask and provide it in the formats we ask for. You'll review our work, provide feedback and approval in a timely manner. Deadlines work two ways, so you'll also be bound by dates we set together. You also agree to stick to the payment schedule set out at the end of this contract.

**Us:** We have the experience and ability to do everything we've agreed with you and we'll do it all in a professional and timely manner. We'll endeavor to meet every deadline that's set and on top of that we'll maintain the confidentiality of everything you give us.

---

## The Nitty Gritty

### Design

You'll have plenty of opportunities to review our work and provide feedback. We'll either share a Dropbox, Google Drive folder, Basecamp Project, or through email and we'll have regular, possibly daily contact.

If, at any stage, you change your mind about what you want to be delivered and are not happy with the direction our work is taking you'll pay us in full for the time we've spent working with you until that point and terminate this contract.

### **Text Content**

Unless agreed separately, we're not responsible for inputting text or images into your content management system or creating every page on your website. We DO NOT provide professional copywriting and editing services, so please proof read your content carefully. As a policy, we copy and paste all text content to avoid creating typographic errors, but please check our work too.

### **Graphics and Photographs**

You should supply graphic files in an editable, vector digital format if possible. You should supply photographs in a high resolution digital format. If you choose to buy stock photographs, we can suggest stock libraries. If you'd like us to search for photographs for you or create original illustrations, we can provide a separate estimate for that. Please discuss with your project manager if original artwork needs to be photograph or created as it may add time to the schedule.

### **Changes and revisions**

We don't want to limit your ability to change your mind. The schedule and price at the beginning of this contract is based on the number of weeks that we estimate we'll need to accomplish everything you've told us you want to achieve, but we're happy to be flexible. The general schedule includes two rounds of changes. If you want to change your mind or add anything new, that won't be a problem as we'll provide a separate estimate for those additional weeks.

### **Legal stuff**

We'll carry out our work in accordance with good industry practice and at the standard expected from a suitably qualified person with relevant experience.

That said, we can't guarantee that our work will be error-free and so we can't be liable to you or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if you've advised us of them.

Your liability to us will also be limited to the amount of fees payable under this contract and you won't be liable to us or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if we've advised you of them.

Finally, if any provision of this contract shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this contract and shall not affect the validity and enforceability of any remaining provisions.

Phew.

### **Intellectual Property Rights**

Just to be clear, "Intellectual property rights" means all patents, rights to inventions, copyright (including rights in software) and related rights, trademarks, service marks, get up and trade

names, internet domain names, rights to goodwill or to sue for passing off, rights in designs, database rights, rights in confidential information (including know-how) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or shall subsist now or in the future in any part of the world.

Blimey.

First, you guarantee that all elements of text, images or other artwork you provide are either owned by your good selves, or that you've permission to use them. When you provide text, images or other artwork to us, you agree to protect us from any claim by a third party that we're using their intellectual property.

We guarantee that all elements of the work we deliver to you are either owned by us or we've obtained permission to provide them to you. When we provide text, images or other artwork to you, we agree to protect you from any claim by a third party that you're using their intellectual property. Provided you've paid for the work and that this contract hasn't been terminated, we'll assign all intellectual property rights to you as follows:

We'll own any intellectual property rights we've developed prior to, or developed separately from this project and not paid for by you. We'll own the unique combination of these elements that constitutes a complete design and we'll license its use to you, exclusively and in perpetuity for this project only, unless we agree otherwise.

### **Displaying our work**

We love to show off our work, so we reserve the right to display all aspects of our creative work, including sketches, work-in-progress designs and the completed project on our portfolio and in articles on websites, in magazine articles and in books.

### **Payment schedule**

We're sure you understand how important it is as a small business that you pay the invoices that we send you promptly. As we're also sure you'll want to stay friends, you agree to stick tight to the following payment schedule.

[Payment details]

[Payment schedule]

We issue invoices electronically. Our payment terms are [number] days from the date of invoice by BACS or the SWIFT international payments system. All proposals are quoted in [currency] and payments will be made at the equivalent conversion rate at the date the transfer is made.

You agree to pay all charges associated with international transfers of funds. The appropriate bank account details will be printed on our electronic invoice. We reserve the right to charge interest on all overdue debts at the rate of [percentage] per month or part of a month.

**But where's all the horrible small print?**

Just like a parking ticket, neither of us can transfer this contract to anyone else without the other's permission.

We both agree that we'll adhere to all relevant laws and regulations in relation to our activities under this contract and not cause the other to breach any relevant laws or regulations.

This contract stays in place and need not be renewed. If for some reason one part of this contract becomes invalid or unenforceable, the remaining parts of it remain in place.

Although the language is simple, the intentions are serious and this contract is a legal document under exclusive jurisdiction of English and Welsh courts.

Oh and don't forget those men with big dogs.

**The dotted line**

Signed by and on behalf of [company name]

.....

Signed by and on behalf of [customer name]

.....

Date [date]

Everyone should sign above and keep a copy for their records.