

COTERIE CREATES Terms & Conditions

This Agreement, is between **[Client (Your) Name]**, hereinafter referred to as the "Client", and **COTERIE CREATES**, hereinafter referred to as the "**Designer**" director of **COTERIE CREATES**. The Client and Designer hereby agree to the following terms and conditions:

Project Agreement & Deliverables:

1. The Client wishes to hire the designer to provide Graphic Design & Branding services and hereby agrees to the following project deliverables:
 - Deliverable 1
 - Deliverable 2
 - Deliverable 3
 - Deliverable 4
 - Deliverable 5
 - Deliverable 6
 - Deliverable 7
 - Deliverable 8
 - Deliverable 9
 - Deliverable 10
 - Deliverable 11
 - Deliverable 12
2. The Designer agrees to complete the project in accordance with the specifications outlined in this Agreement.
3. Upon completion of the project the client will receive the following files; JPG, PNG, PDF & EPS, SVG and/or misc. assets providing there are no unpaid balances.
4. By signing this contract the Client accepts that all work produced by the designer is to be used and promoted once the client has made final payment & received files.

Payment:

1. The Client hereby agrees to pay the designer the sums indicated below:
 - a. 50% Non-refundable deposit of **\$0000** at the beginning to secure their slot
 - b. 25% halfway and 25% remainder payment of **\$0000** due upon completion of the deliverables
 - c. **\$0000** in total for the project deliverables
2. Until the first deposit payment has been made by the client, the designer will not start or produce any work for the project. If the Client fails to pay the deposit within **[number of days]** days of the contract date, the agreed slot will be forfeited.

Termination & Cancellation:

1. The Client can terminate this agreement before the deposit has been paid. Once the client pays the deposit & the designer starts working on the project, the deposit is non-refundable and the client will not be entitled to a refund.
2. The Client can terminate this project by providing no less than **[number of days]** days written notice to the designer. If the client wants to terminate this agreement for any reason, the client will be expected to settle any final payments for work already done by the designer which will be given in writing to the Client. The client will not be entitled to a refund. If the contract is terminated by the Client, all work legally belongs to the Designer unless otherwise agreed by the Designer. The client is not permitted to recreate the same design or ideas with any other Designer.
3. The client will be charged for any design work completed up to that point if the project must be suspended due to unforeseen situations in business or personal matters.
4. If the following circumstances arise the Designer can terminate the project immediately:
 - a. The Client fails to respond to the Designer emails or messages for **[number of days]** days.
 - b. The initial design style/creative direction agreed by the Client changes
 - c. The Client fails to pay the invoice by the due date
 - d. The Client is rude, disrespectful or makes offensive comments towards the Designer
 - e. The Client has received several design options and solutions, but the Client is still dissatisfied and a resolution is not deemed attainable by the Designer.



5. In the unlikely event that the Designer falls ill, becomes unwell, or sustains an injury, rendering them unable to complete the work by the due date, the Client and Designer will mutually agree on the project's status and deliverables. If the agreed-upon time-frame is not acceptable to the Client, they have the option to terminate the project. In the event that no design work has been completed due to these unforeseen circumstances, the Client will receive a full refund of their deposit. The Client will also be billed accordingly for any work completed by the Designer up to that point.
6. The Client agrees to pay all invoices within **[number of days]** days of receipt. If payment is not received within **[number of days]** days of the invoice date, the Designer may charge interest at the rate of **[interest rate]** percent per annum.

Process & Timeline Agreement:

1. Unless the Client and the Designer have reached a different agreement, the Designer provides a single-concept process, which grants the Client one initial concept idea, **subject to two revisions**. If the Client requires additional revisions or if the Designer deems the work more complex than originally defined, extra charges will apply, and the Client will receive written notification of such charges.
2. The Client hereby accepts the following design process:
 - a. Brand Strategy Presentation, including two mood board concepts for confirming the design direction, subject to two revisions.
 - b. Upon approval of the mood board concept, the Designer will present a single visual identity concept, subject to two revisions. All revisions and feedback must align with the initially approved design style. Significant changes in the design style requested by the Client will incur an additional fee.
 - c. Once the visual identity has received Client approval, any additional agreed-upon deliverables will be created.
 - d. The final invoice shall be settled by the Client after all project deliverables have received their approval. Upon receipt of the final payment, the Designer will export all files, prepare the brand guidelines document, and deliver it to the Client within seven days.
3. The Designer commits to commencing work on the project on **[start date]** and to completing the project by **[end date]**. The Designer further agrees to meet any milestones or deadlines specified in this Agreement.

Client's Responsibility:

The Client hereby agrees to the following:

- a. The Client must turn up to all video calls and meetings on-time. If the client cannot make the appointment they must let the Designer know within 24 hours of the date. Failure to do so will push the project due date back and may result in project termination.
- b. The Client accepts responsibility for proof reading all design materials, and the designer disclaims any liability for any faults or inaccuracies in the delivered deliverables. Once the project is complete and invoices have been paid, there will be an extra fee if the Client finds a mistake and requests revisions.
- c. The Client acknowledges that the Designer is not an expert in all cultures, belief systems, and symbolism. If the Client becomes aware of any symbolism, meaning, or connotations within the design that were not previously disclosed and that they find objectionable, the Client must promptly notify the Designer in writing, specifying the concerns. The Designer will work to address and modify the design during the design process to resolve the issues without additional cost to the Client. However, once the project has been signed off by the Client and the final payment has been made, any subsequent concerns related to unintentional symbolism or meaning will be subject to additional costs for the Client, and the Designer shall not be responsible for post-sign-off modifications or revisions related to such concerns.
- d. The Client must provide feedback on designs sent by the designer within **[number of days]** & failure to do so will push the project due date back and may result in project termination. If the designer has to chase the Client more than **[number of times]** times and they fail to communicate the contract will be automatically terminated and all payments for completed work will be billed directly to the Client.
- e. The Designer cannot transfer font licenses to the Client. The Client must purchase and pay for their own font licenses to use it commercially. It is not the Designer's responsibility to pay or provide the font file to the Client.
- f. The Client is in charge of organising their timetable, and any delays brought on by this are not the Designer's fault.



If the Client requires more work, or resumed work, to be completed on a rush order that results in the designer making accommodations in their schedule that go beyond typical work hours, then there will be an additional charge at a rush rate, and only accepted based on the designer's availability. The cost for a rush order will be disclosed in written form to the Client.

- g. The Client must be in charge of handling the necessary tools and logistics to accomplish a certain project (e.g. travel fees, shipping fee, taxes, photography studio, model's fee, web hosting renewal, and other necessary 3rd-party subscriptions for life-time usage)

Ownership, Rights & Confidentiality

1. Until final payment has been made by the Client, the Designer has full ownership rights of all designs and concepts and the Client has no rights to use the designs elsewhere.
2. Any and all confidential information communicated with the Designer during the term of this Contract will remain the property of the Client. The designer is not the owner of this confidential information and is not permitted to use it for any purpose other than providing graphic design services. Following project completion & full payment the Client will own the final design deliverables and the designer agrees to assign all rights, title, and interest in the Brand Design and any related materials to the Client.
3. Unused concepts, ideas, materials, logos and designs created during the process and which are not included in the final deliverables, remain the full ownership of the Designer & cannot be shared or used by the Client.
4. All preparation materials, visuals, and sketches including all electronic files used to create the project remain the property of **COTERIE CREATES**.

Limitation of Liability

1. Any damages resulting from any provision of this agreement, including but not limited to lost revenue, anticipated profit, lost business, or delay expenses, shall in no event be the responsibility of either party to the other party or any third party.
2. For any and all claims arising under this agreement, the Designer's total liability to the Client shall not exceed the total amount of the fees actually paid by the Client and received by the Designer under this agreement.
3. The Designer shall not be liable for any damages, costs, or expenses, including legal fees, arising from or related to the presence of unintentional symbols or meanings within the design.

Out of Scope

1. Extra deliverables added will be regarded as outside the project's scope. The Client will need to provide this in writing, and there will be an extra charge
2. The Designer has the right to decline any additional work requested by the client.
3. The Designer maintains the right to change the deadline to account for the project's expanded scope if it is decided to add more work to the initial project and deliverables.

Usage License Clause

1. Grant of License: **COTERIE CREATES** grants to the Client a non-exclusive, non-transferable license to use the artistic work ("Work") solely for the purpose and within the scope explicitly agreed upon between both parties. This license is limited to the specific product or service as described in the project proposal or agreement.
2. Restrictions on Usage: The Client shall not have the right to modify, distribute, sublicense, or otherwise exploit the Work beyond the agreed-upon scope without the prior written consent of **COTERIE CREATES**.
3. Prohibited Usage: The Client shall not use the Work in any other form of media, publication, or for any other purpose not expressly permitted under this Agreement, without obtaining additional written permission from **COTERIE CREATES**.



4. Intellectual Property Rights: **COTERIE CREATES** retains all rights, title, and interest in and to the Work, including without limitation all copyright and any other intellectual property rights. Nothing in this Agreement shall be construed to transfer any such rights to the Client.
6. Termination of License: In the event of a breach of this Agreement by the Client, the license granted herein shall immediately terminate, and the Client shall cease all use of the Work. The Client shall not be entitled to any refund or compensation in such event.
7. Indemnification: The Client agrees to indemnify and hold harmless **COTERIE CREATES** against any claims, damages, or liabilities arising out of or related to the Client's unauthorized use of the Work.
8. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of [Your Jurisdiction]. Any disputes arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of [Your Jurisdiction].

Acceptance of Terms & Signature

Both Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

COTERIE CREATES (Designer)

Full Name:

Signed:

Date:

Add client business name (Client)

Full Name:

Signed:

Date:

