

DESIGN SERVICES AGREEMENT

Client Name: _____

Contact: _____

Parties:

This Design Services Agreement (the “Agreement”) is made by and between the Client named above (the “Client”) and the Design Service Provider (the “Provider”), collectively referred to as the “Parties.” Provider agrees to perform the design services described herein under the terms and conditions set forth in this Agreement.

1. Scope of Services:

Provider shall provide the Client with professional design services (the “Services”), including but not limited to concept development, drafting, revisions, and final design deliverables as agreed in writing between the Parties. Any additional services beyond the scope must be agreed upon in writing and may require additional fees.

2. Deliverables:

Provider shall deliver the design work in agreed formats and within the timelines specified in this Agreement or any attached schedules. All deliverables shall be considered final upon delivery unless the Client notifies Provider in writing of any required corrections within a reasonable timeframe.

3. Compensation:

The Client agrees to pay Provider the fees as outlined in the attached Schedule of Fees. Payment terms require deposits, milestone payments, and final payments as agreed. Late payments may be subject to interest charges at the maximum rate permitted under Australian law.

4. Intellectual Property Rights:

All intellectual property rights in the deliverables created by Provider shall remain the property of Provider until full payment is received, at which point rights shall transfer to Client except where otherwise agreed. Provider retains the right to use the work for promotional purposes unless expressly prohibited in writing.

5. Confidentiality:

Both Parties agree to keep confidential any proprietary or sensitive information disclosed during the performance of this Agreement. Confidential information shall not be disclosed to third parties without prior written consent, except as required by law.

6. Warranties and Representations:

Provider warrants that the Services will be performed in a professional and workmanlike manner consistent with industry standards. To the extent permitted by law, Provider disclaims all other warranties, express or implied.

7. Limitation of Liability:

Except for liability arising from gross negligence or willful misconduct, Provider's total liability to Client for any claim arising out of this Agreement shall not exceed the total fees paid by Client to Provider under this Agreement.

8. Termination:

Either Party may terminate this Agreement upon written notice if the other Party breaches any material term and fails to cure within fourteen (14) days of notice. Upon termination, Client shall pay Provider for all Services performed up to termination date.

9. Governing Law and Jurisdiction:

This Agreement shall be governed by and construed in accordance with the laws of Australia. The Parties submit to the exclusive jurisdiction of the courts located in the State or Territory specified in the contract for any disputes arising under this Agreement.

10. Entire Agreement:

This Agreement, including any attached schedules, constitutes the entire agreement between the Parties and supersedes all prior negotiations, understandings, and agreements, whether oral or written. Any amendments must be in writing and signed by both Parties.

11. Notices:

All notices under this Agreement shall be in writing and delivered by hand, prepaid mail, or electronic communication to the addresses provided by the Parties.

12. Severability:

If any provision of this Agreement is declared invalid or unenforceable, the remaining provisions shall continue in full force and effect.

13. Counterparts and Execution:

This Agreement may be executed in counterparts, including electronic copies, each of which shall be deemed an original and all of which together constitute one and the same instrument.

CLIENT SIGNATURE

PROVIDER SIGNATURE

Signature: _____

Signature: _____

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