



Design agreement between Trish Morfitt (Trish Morfitt, LLC. dba Icon Design Works)

And \_\_\_\_\_.

I always do my best to fulfill 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. I'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 \_\_\_\_\_ located at \_\_\_\_\_  
("You") are hiring us company name ("I or Me") to:

\_\_\_\_\_

For the estimated total price of \$\_\_\_\_\_

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 me the assets and information I tell you I need to complete the project. You'll do this when I ask and to the best of your ability provide it in the formats I ask for. You'll review my work, provide feedback and approval in a timely manner too. You also agree to stick to the payment schedule set out at the end of this contract.

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

## **GETTING DOWN TO THE NITTY GRITTY**

### **Design**

I create customized designs, and multiple or flexible layouts that adapt to the capabilities of many devices and screen sizes.

You'll have plenty of opportunities to review my work and provide feedback. I'll either share a Dropbox, Google Drive folder, draft file, or development site with you and we'll have regular, possibly daily contact.

If, at any stage, you change your mind about what you want to be delivered or are not happy with the direction my work is taking, we can revisit the proposal and revise (additional design fees may be incurred depending on the stage of the project at which major revisions occur, and types of changes to the design plan), or you may choose to pay me in full at my current published hourly rate (disregarding any discounts or package pricing we may have agreed on) for the time spent working with you until that point and terminate this contract.

### **Text Content**

I provide professional copywriting and editing services, most often included in your original proposal. If you choose to provide text, I will edit for clarity, content, and fit/layout unless you specifically request it not be edited. If I run into a situation where the content provided does not fit stylistically or I see an error, I will alert you of options.

### **Graphics, Logos, and Photographs**

Depending on the project, I will include stock and/or my own designed graphic files and/or stock or my own photography in the design costs. Any files you supply must meet minimum quality standards to be used. Graphic and logo files should be in an editable, vector digital format. You should supply photographs in a high resolution digital format.

### **Technical Support**

I'm not a website hosting company so I don't offer detailed tech support for website hosting, email or other services relating to hosting. I can provide: help purchasing and setting up a domain name, personalized email accounts and basic troubleshooting related to setting up and launching your site live to your domain. I do my best to go above and beyond where able; and provide resources for professional technical support if I cannot assist.

### **Search Engine Optimization (SEO)**

I don't guarantee your website's search engine ranking, but the web pages that I develop are accessible to search engines, and your entire site is put through an SEO test to ensure content is optimized. I can add Google Analytics or other tracking/SEO tools to your site if you provide the codes necessary. I can set these accounts up for you and do additional SEO and marketing at my current published per-hour rate.

### **Changes and Revisions**

I don't want to limit your ability to change your mind. The price at the beginning of this contract is based on the time I estimate I'll need to accomplish everything you've told me you want to achieve, but I'm happy to be flexible. If you want to change your mind or add anything new, that won't be a problem. Changes or additions that will require significantly more time than the original contract will be negotiated, agreed upon with a brief sub contract, and your invoice updated appropriately.

### **Ongoing Support**

For websites, I offer ongoing support on a retainer or per hour basis. These current rates are listed on my website: [icondesignworks.com](http://icondesignworks.com)

## **Legal Stuff**

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

That said, I can't guarantee that my work will be error-free and so I 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 me of them.

Your liability to me 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 I'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.

## **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. Now in English.

First, you guarantee that all elements of text, images or other artwork you provide are either owned by your good self, or that you have explicit permission to use them (either written or you've purchased a license). When you provide text, images or other artwork to me, you agree to protect me from any claim by a third party that we're using their intellectual property.

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

You'll own the website or other material I design for you plus the visual elements that I create for it. For a website, I'll transfer ownership of the site to you, and remain on the account with administrative privileges. You own all intellectual property rights of text, images, site specification and data you provided, unless someone else owns them and has given you permission to use them.

I'll own any intellectual property rights I've developed prior to, or developed separately from this project that have not paid for by you, but are used in your project (example: a font I've created). I'll own the unique combination of these elements that constitutes a complete design and I'll license its use to you, exclusively and in perpetuity for this project only, unless we agree otherwise.

## **Displaying My Work**

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

## Payment Terms

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

---

---

All proposals are quoted in US dollars. I issue invoices electronically via PayPal and accept all major credit cards, checks, or cash. The agreed upon percent down listed above is due on receipt, and prior to any work commencing. The remainder of the balance is due prior to final delivery of goods. Your invoice will be updated and a reminder sent once we've finalized your project. Payment is due upon receipt, with friendly reminders sent at 14 and 28 days. If final payment is not received, or we have not discussed an alternate payment plan within 30 days of finalizing your project (I'm human, I get it when life happens - please just tell me so we can work out an agreement and I don't have to do the stuff that comes next and feel horribly guilty about it, even though I deserve to be paid for the work you hired me to do), I reserve the right to charge interest on all overdue debts at the rate of 10% annually. After 90 days of non-payment, I reserve the right to archive or delete your project files or website. Recovery of these files or websites will incur additional fees.

*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. If changes are requested by either party, a sub-contract will be issued with terms agreed upon by the mutual signing of the document.

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 the court.

## The Dotted Line

---

Signed by or on behalf of \_\_\_\_\_

---

Date

---

Signed by and on behalf of Trish Morfitt

---

Date

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