

DESIGN SERVICES AGREEMENT

Project Location: _____

Client Information:

Full Name / Company: _____

Address: _____

Phone / Email: _____

Designer Information:

Full Name / Company: _____

Address: _____

Phone / Email: _____

Project Description:

The Designer agrees to provide professional design services as outlined in this Agreement, including but not limited to conceptualization, development, revisions, and final delivery of design deliverables specified herein. The scope may include graphic design, branding, illustrations, digital media, or other related services as mutually agreed upon.

Compensation and Payment Terms:

Total Fee: _____ CAD

Payment Schedule and Method: _____

Section 1 – Scope of Services

Designer shall perform the design services described in the Project Description section in a professional manner consistent with industry standards in Canada. Any additional services or changes to the scope shall require a written amendment signed by both parties.

Section 2 – Client Responsibilities

Client agrees to provide timely feedback, approvals, materials, and information necessary for the Designer to perform the services. Delays in Client responses may extend project timelines without penalty to the Designer.

Section 3 – Intellectual Property Rights

Upon full payment, Designer assigns to Client all rights, title, and interest in the final design deliverables. Designer retains ownership of preliminary concepts, drafts, and any proprietary methods or tools used in creation.

Section 4 – Confidentiality

Both parties agree to maintain confidentiality of all proprietary or sensitive information disclosed during the project and shall not disclose such information to any third party without prior written consent, except as required by law.

Section 5 – Warranties and Representations

Designer represents that the services will be performed professionally and without infringement of third-party rights. Client warrants that materials provided do not infringe rights of others.

Section 6 – Indemnification

Client agrees to indemnify and hold Designer harmless from any claims, damages, or expenses arising from Client's breach of this Agreement or unauthorized use of the deliverables.

Section 7 – Limitation of Liability

Designer's liability under this Agreement shall be limited to direct damages and shall not exceed the total fees paid by Client. Under no circumstances shall Designer be liable for consequential or incidental damages.

Section 8 – Term and Termination

This Agreement remains in effect until completion of the services or terminated by either party upon written notice. Upon termination, Client shall pay for all services performed up to the termination date.

Section 9 – Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Canada and the Province of Ontario. Both parties consent to the exclusive jurisdiction of the courts located in Ontario for any disputes arising hereunder.

Section 10 – Entire Agreement

This Agreement constitutes the entire understanding between Client and Designer and supersedes all prior negotiations or agreements, whether written or oral. Amendments must be in writing and signed by both parties.

Section 11 – Force Majeure

Neither party shall be liable for failure or delay in performance due to causes beyond their reasonable control including, but not limited to, acts of God, war, terrorism, government actions, strikes, or natural disasters.

Section 12 – Independent Contractor

Designer is an independent contractor and nothing herein shall be construed to create a partnership, joint venture, or employment relationship.

Section 13 – Dispute Resolution

In the event of dispute, parties agree first to negotiate in good faith to resolve the matter amicably. If unsuccessful, disputes shall be resolved by binding arbitration in accordance with the rules of the ADR Institute of Canada.

Section 14 – Notices

Any notices required under this Agreement shall be in writing and delivered personally, by certified mail, or by email with delivery confirmation to the addresses provided by the parties.

Section 15 – Severability

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

Section 16 – Waiver

Failure to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision.

Section 17 – Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original. Electronic signatures shall be deemed original signatures for all purposes.

Section 18 – Compliance with Laws

Both parties agree to comply with all applicable Canadian laws, statutes, and regulations in performance of this

Agreement.

Section 19 – Payment of Taxes

Client shall be responsible for any applicable taxes arising from the payments made under this Agreement.

Section 20 – Assignment

Neither party may assign or transfer this Agreement without prior written consent of the other party.

CLIENT SIGNATURE

DESIGNER SIGNATURE

Signature: _____

Signature: _____

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