

CLIENT

COMPANY: _____

CONTACT: _____

EMAIL: _____

PHONE: _____

DESIGNER

DESIGNER: Kate Pfahl

EMAIL: info@katepfahl.com or
Katepfahl@gmail.com

PHONE: 203.885.8181



This agreement is made on ____ / ____ / ____ by and between client, **(above)** and designer, Kate Pfahl. In consideration of the mutual agreement made herein, both parties agree as follows:

Work: The designer agrees to produce project materials at the request of the client for fees agreed upon in advance and delivery of the work by an agreed upon deadline or time frame.

Confidentiality: The designer acknowledges that she may receive or have access to information which relates to the client's past, present, or future products, client lists, creative works, pending projects/proposals, and other proprietary information. The designer agrees to protect the confidentiality of the client's proprietary information and all physical forms thereof, whether disclosed to the designer before this agreement is signed or afterward.

Both parties can claim "ownership" over completed materials. The designer will keep confidential materials private but is allowed to display final product/projects (excluding confidential information) created for the client on professional website (katepfahl.com) and in portfolio. The client has the right to do what they please with the completed material.

Compensation: The client agrees to pay designer within agreed upon time frame; options include: weekly, every 2 weeks or project based. There may be circumstances where payment is due prior to starting work if a special requirement is needed; example: typefaces, stock photography or website hosting services. A balance will be calculated by designer, it will cover the entire cost. If the estimated cost is more than what was spent the additional amount left will be used as a credit for design services. Receipts will be kept and designer will be able to provide proof of purchases at any time.

Typical billing hours are Monday-Friday 9 AM-5 PM. Any projects received outside of this time frame will not be entertained until the following business day. Designer has the right to work outside these hours if desired - pay rate will not change. If the client request a project to be done during off-hours, pay rates may change. Designer will inform client before starting under these circumstances.

The client agrees to give the designer a reasonable amount of time to complete each project, 5-7 business days is a typical turn over time for standard projects, larger and more complexed projects will require more time. If there is a time-sensitive project that needs to get done quickly and without warning, pay rates may change. Designer will inform client before starting under these circumstances.

If payment is not received within 2 weeks (or promised/agreed upon time) of the invoice being sent, the designer has the right to stop any further work until payment is received. There will be an additional late fee on the next invoice (25% of unpaid invoice, minimum of \$50.)

Payment containers can be agreed on, preferably starting at \$1,000. Containers cannot be refunded – this agreement can be put towards any design or print services. Credits will not expire. Frequent invoices will still be sent to keep the client informed on their credit line. The designer will inform the client when credit line has minimum hours left. Designer has the right to stop the project until credits are filled or different payment option is discussed and agreed upon.

Client Approval: Upon acceptance of the work, client accepts responsibility for any further processes in which this work is used, unless discussed. Designer is not responsible for errors occurring in this work or projects related to this work after acceptance of the work by the client.

Cancellation: Both parties understand that the client or designer may terminate the service at any time if, for any reason, the relationship is deemed unsatisfactory by either party. Upon written or verbal cancellation, client is responsible for payment for all expenses incurred and any work done towards the completion of the project based on the time or percentage of the project completed that is determined by designer. Should the client cancel the project following its completion, client is responsible for full payment as per the agreed upon estimate plus all expenses incurred. In the event of cancellation, Designer retains ownership of all copyrights and original work created.

Acceptance of Terms: The client promises to pay for the services rendered by the designer for the work as agreed upon. By signing below, client agrees they have read, understood, and are considered legally bonded to these terms.

Signatures & date:

CLIENT

SIGNATURE: _____

DATE: _____

DESIGNER

SIGNATURE: _____

DATE: _____