

The American Institute of Graphic Arts

Standard Form of Agreement for Graphic Design Services

General Edition

This document is intended to be used as a basis of agreement between designers and their clients. It has important legal consequences. Consultation with an attorney is encouraged with regard to its completion or modification.

The Client and Designer agree as follows:

Agreement made as of date

Between the Client

And the Designer

For the Project referred to as

**Standard Form of
Agreement for
Graphic Design Services**

General Edition

1. THE PROJECT

Description of the Project. 1.1. The Project that is the subject of this agreement shall consist of:

Describe the Project in detail above or attach a description as an exhibit. The exhibit may consist of correspondence between the Designer and the Client describing the Project.

2. SERVICES

The Designer shall provide the Basic and Supplementary Services specified below.

Basic Services

- 2.1. The Designer shall provide Basic Services for the Project consisting of consultation, research, design, checking quality of Implementation, and coordination of the Project and its Execution. In connection with performing Basic Services, the Designer shall prepare and present materials to the Client that demonstrate or describe the Designer's intentions and shall prepare various materials, such as artwork, drawings, and specifications, to enable the design to be printed, fabricated, installed, or otherwise implemented.

Supplementary Services

- 2.2. In addition to the Basic Services described above, the Designer's fee may also include the provision of certain specialized Supplementary Services, but only to the extent described below. Such Supplementary Services might include: Creative services including copy development, writing, editing, photography, and illustration. Preparation of special artwork including drawing of logotypes, nonstandard typefaces, maps, diagrams, and charts, and preparation of existing materials for reproduction such as partial or complete redrawing, line conversion, retouching, captioning within an illustration, diagram, or map, and making camera-ready color separation overlays. Production services including typesetting and proofreading. Preparation of special presentation materials including detailed renderings, models, mockups, and slide presentations. If any of these other services are required, but are not to be provided by the Designer as Supplementary Services, they will be coordinated by the Designer, provided by others, and billed to the Client as reimbursable expenses.

The Supplementary Services to be provided by the Designer with respect to the Project shall consist of:

Implementation

- 2.3. The Designer's services under this Agreement do not include Implementation such as printing, fabrication, and installation of the Project design. The Client and Designer agree that any such Implementation is to be provided by others, and the Designer's services with respect to such Implementation shall be restricted to providing specifications, coordination, and quality-checking. Unless otherwise specified in this Agreement, the Designer shall have no responsibility to the providers of such Implementation, and charges therefor shall be billed directly to the Client. While not responsible for Implementation, in a supervisory capacity the Designer may assume responsibility for paying such charges, and the Designer shall be entitled to reimbursement from the Client for Implementation costs plus such handling charge as is specified in Section 3.2.

3. COMPENSATION

Fees

3.1. The Client shall pay the Designer for the services described in this Contract as follows:

Hourly Rates

3.2. Where specified in this contract, the Client shall pay the Designer at the Designer's standard rates as in effect at this time.

The Designer's standard rates currently in effect are as follows:

No change shall be made in the Designer's standard rates prior to

Initial Payment

3.3. Upon signing this Agreement, the Client shall make a payment of

This initial payment shall be credited against the amounts due hereunder as follows:

Payment Schedule

3.4. After receipt of an invoice, the Client shall make payments within

The Designer may render invoices according to the following schedule:

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- Revisions and Additions* 3.5. A fixed fee or fee estimated not to exceed a specified amount is based upon the time estimated to complete the services specified in this Agreement during normal working hours. Any revisions or additions to the services described in this Agreement shall be billed as additional services not included in any fixed fee or estimated fee specified above.
- Such additional services shall include, but shall not be limited to, changes in the extent of work, changes in the complexity of any elements of the Project, and any changes made after approval has been given for a specific stage of design, documentation, or preparation of artwork.
- The Designer shall keep the Client informed of additional services that are required and shall request the Client's approval for any additional services which cause the total fees, exclusive of any surcharge for rush work, to exceed the fixed or estimated fees set forth in section 3.1. by more than the following amount:
- Rush Work* 3.6. The Client shall pay a surcharge for any services requiring work to be performed outside of normal working hours by reason of unusual deadlines or as a consequence of the Client not meeting scheduled times for delivery of information, materials, or approvals.
- The surcharge for rush work shall be at the standard rates plus
- Normal working hours for this Project are as follows:
- Reimbursable Expenses* 3.7. The Client shall reimburse the Designer for all out-of-pocket expenses incurred by the Designer with respect to the Project including, but not limited to, expenditures for: Implementation, typesetting, photostats, photoprints, photography, film and processing, acetate color overlays, transfer proofs, presentation and artwork materials, electrostatic (xerographic) copies, Fax and long-distance telephone charges, postage, and local deliveries, including messengers, out-of-town travel, and shipping.
- Automobile travel will be charged at a standard rate per mile of
- Reimbursable Expenses will be billed at cost plus a surcharge of
- Reimbursable and Implementation Budgets* 3.8. Any budget figures or estimates for Reimbursable Expenses or Implementation charges such as printing, fabrication, or installation are for planning purposes only. The Designer shall use his or her best efforts to work within stated budgets but shall not be liable if such expenses exceed budgets.
- Records* 3.9. The Designer shall maintain records of hours and reimbursable expenses and shall make such records available to the Client for inspection on request.
- Late Payment* 3.10. The Client shall pay a service charge for all overdue amounts of

	4.	CLIENT'S OBLIGATIONS
<i>Client's Representative</i>	4.1.	The Client shall appoint a sole Representative with full authority to provide or obtain any necessary information and approvals that may be required by the Designer. The Client's Representative shall be responsible for coordination of briefing, review, and the decision-making process with respect to persons and parties other than the Designer and its sub-contractors. If, after the Client's Representative has approved a design, the Client or any other authorized person requires changes that require additional services from the Designer, the Client shall pay all fees and expenses arising from such changes as additional services.
<i>Materials to be Provided by the Client</i>	4.2.	<p>The Client shall provide accurate and complete information and materials to the Designer and shall be responsible for the accuracy and completeness of all information and materials so provided. The Client guarantees that all materials supplied to the Designer are owned by the Client or that the Client has all necessary rights in such materials to permit the Designer to use them for the Project.</p> <p>The Client shall indemnify, defend, and hold the Designer harmless from and against any claim, suit, damages and expense, including attorney's fees, arising from or out of any claim by any party that its rights have been or are being violated or infringed upon with respect to any materials provided by the Client.</p> <p>All copy provided by the Client shall be in a form suitable for typesetting. Where photographs, illustrations, or other visual materials are provided by the Client, they shall be of professional quality and in a form suitable for reproduction without further preparation or alteration. The Client shall pay all fees and expenses arising from its provision of materials that do not meet such standards. The Designer shall return all materials provided by the Client within 30 days after completion of the project and payment of amounts due. The Client shall provide the following materials and services for the Project:</p>
<i>Liability of Designer</i>	4.3.	The Designer shall take reasonable precautions to safeguard original or other materials provided by the Client. The Designer shall, however, not be liable for any damage to, or loss of any material provided by the Client, including artwork, photographs, or manuscripts, other than or on account of willful neglect or gross negligence of the Designer.
<i>Approval of Typesetting and Final Artwork</i>	4.4.	The Client shall proofread and approve all final type before the production of artwork. The signature of the Client's Representative shall be conclusive as to the approval of all artwork drawings and other items prior to their release for printing, fabrication, or installation.
<i>Instructions to Third Parties</i>	4.5.	The Client specifically grants to the Designer the right to act on the Client's behalf to give instructions on behalf of the Client to any person or entity involved in the Project, such as photographers, illustrators, writers, printers, and fabricators. Any such instructions or approvals by the Client may only be made through the Designer. The Client shall be bound by all such instructions given by the Designer within the scope of this Agreement.

5. RIGHTS AND OWNERSHIP

Rights

- 5.1. All services provided by the Designer under this Agreement shall be for the exclusive use of the Client other than for the promotional use of the Designer. Upon payment of all fees and expenses, the following reproduction rights for all approved final designs created by the Designer for this project shall be granted:

Ownership

- 5.2. All drawings, artwork, specifications, and other visual presentation materials remain the property of the Designer. The Client shall be entitled to temporary possession of such materials only for the purpose of reproduction after which all materials shall be returned, unaltered, to the Designer.

All preliminary concepts and visual presentations produced by the Designer remain the property of the Designer and may not be used by the Client without the written permission of the Designer.

The Designer shall retain all artwork, drawings, and specifications, for which reproduction rights have been granted for a specified period from the date of the signing of this Agreement. Upon expiration of this period, all such materials may be destroyed unless the Client has requested, in writing, that they be retained and agrees to pay reasonable storage charges. The Client shall have reasonable access to all such materials for the purpose of review.

The specified time for the Designer to retain such materials shall be

Third Party Contracts

- 5.3. The Designer may contract with others to provide creative services such as writing, photography, and illustration. The Client agrees to be bound by any terms and conditions, including required credits, with respect to reproduction of such material as may be imposed on the Designer by such third parties.

The Designer will endeavor to obtain for the Client the same reproduction rights with respect to materials resulting from such services as the Designer is providing the Client under this Agreement except as specified below:

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6. MISCELLANEOUS
- Code of Ethics* 6.1. The Designer's services shall be performed in accordance with the AIGA Code of Ethics and Professional Conduct for Graphic Designers.
- Credit* 6.2. The Designer shall have the right to include a credit line on the completed designs or any visual representations such as drawings, models, or photographs and this same credit shall be included in any publication of the design by the Client. The Client shall not, without written approval, use the Designer's name for promotional or any other purposes with respect to these designs. The Designer's credit line shall read as follows:
- Samples and Photographs* 6.3. The Client shall provide the Designer with samples of each printed or manufactured design. Such samples shall be representative of the highest quality of work produced. The Designer may use such copies and samples for publication, exhibition, or other promotional purposes.
- The number of samples to be provided to the Designer shall be
- The Designer shall have the right to photograph all completed designs or installations and shall have the right to use such photographs for publication, exhibition, or other promotional purposes.
- Confidentiality* 6.4. The Client shall inform the Designer in writing if any portion of any material or information provided by the Client or if any portion of the Project is confidential.
- Sales Tax* 6.5. The Client shall pay any sales, use, or other transfer taxes that may be applicable to the services provided under this Agreement, including any tax that may be assessed on audit of the Designer's tax returns.
- Applicable Law* 6.6. This Agreement shall be governed by the Law of the principal place of business of the Designer.
- Assignment* 6.7. Neither the Client or the Designer may assign or transfer their interest in this Agreement without the written consent of the other.
- Termination* 6.8. Either party may terminate this Agreement upon giving written notice to the other as specified below. Upon termination of this Agreement by the Client or by the Designer for cause, the Designer may retain any initial payment and the Client shall pay the Designer for all hours expended on the Project, up to the date of termination, at the Designer's standard rates together with all other amounts due hereunder. Any initial payment that has been received shall be credited against any such amounts due. All indemnities shall continue even after any such termination.
- The amount of written notice to be given by either party shall be

Arbitration 6.9. Either party may request that any dispute arising out of this Agreement shall be submitted to binding arbitration before a mutually agreed upon arbitrator pursuant to the rules of the American Arbitration Association. The arbitrator's award shall be final and judgment may be entered upon it in any court having jurisdiction thereof.

Entire Agreement 6.10. This Agreement represents the entire agreement between the Client and the Designer and may be changed or modified only in writing.

Representations 6.11. The Client represents that it has full power and authority to enter into this Agreement and that it is binding upon the Client and enforceable in accordance with its terms.

The Designer represents that it has full power and authority to enter into this Agreement and that it is binding upon the Designer and enforceable in accordance with its terms.

7. TIME SCHEDULE

The Designer and Client agree that the work shall be completed according to the following schedule:

The Designer reserves the right to adjust the schedule in the event that the Client fails to meet agreed deadlines for submission of materials or granting approvals and to allow for changes in the scope or complexity of services from those contemplated by this Agreement.

8. CONTINUATIONS AND OTHER CONDITIONS

Specify above any additional conditions or attach an exhibit.

DEFINED TERMS

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|----|------------------------|------------------------------|
| 9. | Basic Services | As described in Section 2.1. |
| | Client | As defined on page 1. |
| | Designer | As defined on page 1. |
| | Implementation | As described in Section 2.3. |
| | Project | As described in Section 1. |
| | Reimbursable Expenses | As described in Section 3.7. |
| | Supplementary Services | As described in Section 2.2. |

SIGNATURES

10. This Agreement was entered into between the Designer and the Client as of the day and date set forth on page 1.

Designer

Client

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Index	Applicable Law	8	Liability of Designer	6
	Approval of Typesetting and Final Artwork	6	Materials to be Provided by the Client	6
	Arbitration	9	Miscellaneous Conditions	8
	Assignment	8	Ownership	7
	Basic Services	3	Other Conditions	10
	Code of Ethics	8	Payment Schedule	4
	Compensation	4	Records	5
	Confidentiality	8	Reimbursable and Implementation Budgets	5
	Continuations	10	Reimbursable expenses	5
	Client's Obligations	6	Representations	9
	Client's Representative	6	Revisions and Additions	5
	Credit	8	Rights	7
	Date of Agreement	1	Rush Work	5
	Defined Terms	11	Sales Tax	8
	Description of the Project	2	Samples and Photographs	8
	Entire Agreement	9	Services	3
	Fees	4	Signatures	11
	Hourly Rates	4	Supplementary Services	3
	Initial Payment	4	Termination	8
	Implementation	3	Third Party Contracts	7
	Instructions to Third Parties	6	Time Schedule	9
	Late Payment	5		

The AIGA Standard Form of Agreement for Graphic Design Services, General Edition, is intended to be used by graphic designers and their clients as the basis of agreement for a broad range of graphic design projects. It should be thoroughly studied for its appropriateness in the context of the intended project, carefully edited, and any necessary extra clauses added to ensure that it is precisely tailored to the needs of the project.

To assist in the tailoring process, write-in space has been provided for including much of the project-specific information required. As an alternative to write-in information, or where there is insufficient room, exhibits may be attached to the back of the document. Any exhibits, which may be in the form of correspondence between designer and client, should be clearly identified as "Exhibit A" etc. and reference made to them in the write-in space provided, such as "See Exhibit A Attached".

For more information regarding this document and its use, refer to AIGA Publication 1988-02 "Notes on the Standard Form of Agreement for Graphic Design Services, General Edition".