



- Logo Design ■
- Graphic Design ■
- Brochure Design ■
- Website Design ■
- Mobile Design ■
- App Development ■
- Interactive Media ■
- Video Production ■
- Video Editing ■
- Motion Graphics ■
- Visual Effects ■
- Animation ■
- 3D Modeling ■
- Photography ■

CREATIVE WORK DESIGN CONTRACT

I ask that you agree to this contract before I start on your Creative Project.

Prepared by B. Gottlieb, SFXVisions.com
December 03, 2012

What SFXVisions, agrees to...

We agree to create a custom original work suitable for your business needs and satisfactory to you. We promise to deliver your finished designs in digital image files of high enough quality to be printed on business related print goods and for web page display when we have been paid in full.

Details...

Concepts and First Viewing:

After our initial interview and receiving your completed Creative Brief, and deposit we will prepare concept art based on the information provided. These concepts will be delivered by parcel or electronic mail for you to view. When we have received your feedback on these designs we will make needed changes within three revision cycles. If further changes are desired, time will be billed at SFXVisions appropriate hourly rate.

File Delivery:

After the final designs are approved (SFX) agrees to deliver the Creative Works to you as digital files (.eps, .png, .gif, .pdf, .ai., .psd and/or .jpg graphic file formats). Some Creative Works are delivered to you by email and all files are mailed or delivered on two CD-ROM or two Flash Drives (two copies).

Ownership:

(SFX) gives you the right to use your new Creative Work in all media useful for your business promotion. We ask that you let us display your Creative Work and your full name, business name, and website address or company address, for testimonial and promotional purposes on our website and in any printed ads.





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Originality:

(SFX) affirm that our Designs are original and that we own the rights granted under this agreement, and that the rights granted do not conflict with any other agreement.

Request:

If you display your Creative Work on a website we would love to have a text link posted somewhere on your website pointing to our website at: www.sfxvisions.com

Link to your website:

If we receive nice words from you (a testimonial) we will post it on our website with a link to your website.

What you, the client, agrees to...

In return for the above-described Creative Work, I (the client) agree to pay the total fee payable in two payments... an advance fee deposit before any work begins and the remaining payment when the final Creative Work is approved, but before it is delivered.

Details...

Ownership:

*I understand that the final design of the Creative Work belongs to **SFXVisions** until I have paid in full. In the event of termination of this Agreement (SFX) owns the Creative Work and has the right to complete, exhibit, and/or sell the Creative Work (but not my business name) if they so choose. They also own all of the Creative Work concepts created before I chose the final design.*

Use of Creative Work:

I understand that once I have paid in full that I have the right to use the Creative Work in all media useful for business promotion and that (SFX) reserves the right to display the Creative Work for business promotional use.

I also give (SFX) permission to use my full name, business address, and/or website address, for testimonial purposes on their website, or other business related media.





CREATIVE WORK DESIGN CONTRACT

Copyrights and Trademarks:

I understand that it is up to me to copyright the Creative Work. (<http://www.copyright.gov>) after final payment.

It is also up to me to do a Trademark search and federal trademark registration if I want to register my Creative Work as my company Trademark. (Start here to learn more about Trademarks: (<http://www.uspto.gov/main/trademarks.htm>))

Delays:

I agree to give (SFX) more time if the designer becomes ill, is injured, or is delayed because of events beyond their control, such as: fire, theft, computer failure, and Acts of God.

Termination:

This Agreement shall commence upon the Effective Date and shall remain effective until the Services are completed and delivered.

This Agreement may be terminated at any time by either party effective immediately upon notice, or the mutual agreement of the parties, or if any party:

(a) becomes insolvent, files a petition in bankruptcy, makes an assignment for the benefit of its creditors; or

b) breaches any of its material responsibilities or obligations under this Agreement, which breach is not remedied within ten (10) days from receipt of written notice of such breach.

If terminated, (SFX) shall be compensated for the services performed through the date of termination in the amount of (a.) any advanced payment (b.) a prorated portion of fees due, or (c.) hourly fees at the pre-determined hourly rate, for work performed by SFXVisions or agents as of the date of termination, whichever is greater.

Upon expiration or termination of this Agreement: (a) each party shall return or, at the disclosing party's request, destroy the Confidential Information of the other party.

*I understand that I cannot claim any additional expenses, damages, or claims based on the failure of (SFX) to complete the Creative Work and that this agreement is automatically terminated upon the death of Brian D. Gottlieb - Principle of **SFXVisions**.*





CREATIVE WORK DESIGN CONTRACT

NOTE: Before you sign below please make sure you understand all of the above agreement and realize that you can negotiate. If you want any changes please send me your suggestions.

If this contract is acceptable to you (the client) and you are paying with paypal then, this contract will be considered signed with deposit of money into our paypal account. Purchase from our website: www.sfxvisions.com

If this contract is acceptable to you and you are paying with a check, credit card or other method then, please print out and sign two (2) copies of this agreement. Retain one copy of this agreement for your files and mail or deliver one copy with your deposit for the Creative Work to:

*Brian D. Gottlieb - SFXVisions
4037 Hartland Street
Charleston, SC, 29414*

SFX

Date

Client

Date

