CONTRACT
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Amsterdam, 04.05.26

Between

Designer: [name]

Client: [name]

[name]
[streetname and number]
[postal code, city – country]
KvK# [. . .]
BTW# [. . .]

Thank you for your commission.

Sincerely,
[name]

T: [. . .]
E: [. . .]
W: [. . .]

1.1 APPLICABILITY TERMS
These general terms apply to the execution, scope, and responsibilities of both the designer and the commissioner for the assignment: [Project description].

1.2 CONFIRMATION
Once signed in writing, the designer will commence the work related to the assignment brief. Any oral changes to this agreement must be confirmed in writing by both parties.

1.3 MULTIPLE DESIGNERS
The designer has the right to employ extra help if needed without prior confirmation by the commissioner as long as this does not create additional costs for the commissioner.

2.1 IMPLEMENTATION OF AGREEMENT
The designer will perform the assignment with due care and in the best interests of the client. The designer will keep the commissioner informed of the progress of the assignment.

2.2 PROVISION OF DATA
The designer will deliver digital materials to suppliers in a timely manner. This material will be subject to reasonable deadlines which shall be upheld by the designer and the commissioner in agreement. Each item that is sent for production will be signed off by the commissioner.

The commissioner is responsible for providing final and fully edited text and visual content. The designer will include one round of minor corrections to text (e.g. spelling errors) after delivery of the final design. Additional corrections or edits will be charged as extra work.

2.3 DATA DELIVERY TO COMMISSIONER
All final files will be supplied to the commissioner for archival purposes in PDF format. These files may only be used for the purpose defined in this agreement. Any other use requires prior written permission from the designer. The native files will remain in the care and archive of the graphic designer.

2.4 SUPPLIERS
In accordance with clause 2.2, the designer cannot be held financially responsible for mistakes or missed deadlines made by third party suppliers.

2.5 COMPLAINTS
The commissioner must report any errors or issues relating to the delivered design within 10 working days of receipt. If the designer is at fault, the designer will make reasonable efforts to correct the error as soon as possible. Adjustments that fall outside the scope of such corrections will be treated as additional work.

2.6 ADDITIONAL WORK
Any work falling outside the scope of the attached quote will be considered additional work. Additional work will only be carried out in agreement with the commissioner and will be charged at a rate of €... [excl. VAT] per hour, unless otherwise agreed in writing.

2.7 EXCLUDED SERVICES
Unless explicitly stated in the project scope and fee, the following services are not included and will be considered additional work as per section 2.6: image editing, retouching, lithography, pre-press production, image sourcing, and copy-writing.

3.1 INTELLECTUAL PROPERTY & COPYRIGHT
Unless agreed in writing with the commissioner, all copyright attributed to the graphic design work itself (conceptual, immaterial, and related material decisions) will remain with the designer.

All reproduction or publication of the designer's work—including but not limited to sketches, drafts, concepts, and final designs—requires prior written permission from the designer. This includes use on websites, social media, printed materials, and any other medium, whether for promotional purposes or otherwise.

Any approved publication or reproduction must include a clear and visible credit to the designer in the format: 'Design: [name]' or as otherwise agreed in writing. The commissioner is responsible for ensuring proper crediting in all applications.

The commissioner acknowledges that any use of design files beyond their intended purpose, or any modification, cropping, or alteration of designs without the designer's permission, constitutes a copyright infringement.

3.2 IMAGE RIGHTS
The designer will not be held responsible for copyright/image rights infringements that might arise during the project. The designer will attempt to avoid such an occurrence, but main responsibility lies with the commissioner.

3.3 OWN PROMOTION
The designer has the license to use the graphic design and production(s) for their own publication (e.g. online) and promotion. The commissioner will always be acknowledged in these various formats and contexts.

4. DEADLINES
The designer will make reasonable efforts to meet all agreed deadlines. However, in the case of late supply of material from the commissioner, the deadline will have to be renegotiated between commissioner and designer. Any run-on effects that occur (for example in third party delays) in this circumstance will also require renegotiation.

The designer cannot be held responsible for delays resulting from late delivery of content, feedback, or approvals by the commissioner.

5. PAYMENT
Payment for the graphic design will be made in two instalments: 50% on commencement of the work and 50% on completion of the work. If the agreement is terminated before completion due to circumstances beyond the designer's control, or at the commissioner's initiative, the initial 50% payment already made remains non-refundable. In such a case, all rights to concepts, designs, drafts, and associated materials created up to the termination shall remain with the designer and may not be used by the commissioner without the designer's written permission.

6. GOVERNING LAW
This agreement is governed by the laws of the Netherlands. Any disputes arising from this agreement shall be submitted to the competent court in the Netherlands.

Designer signature
[name]

Client signature
[client name]