

SAMPLE

Contract for Design Services

AGREEMENT made between Linda Witte Henke (hereinafter referred to as the "Artist"), located at 7139 Maple Bluff Lane, Indianapolis, IN 46236, and _____ (hereinafter referred to as the "Purchaser"), located at _____.

WHEREAS, the Artist is a recognized professional artist; and

WHEREAS, the Purchaser admires the work of the Artist and wishes to engage the design services of the Artist for the project described below;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter set forth and other valuable considerations, the parties hereto agree as follows:

2. Description of Project.

Working Title:

Medium:

Description:

3. Payment of Design Fee. The Purchaser agrees to pay a fee of \$_____ for the design services for the project. If the Purchaser accepts the Artist's proposed design and decides to move forward with the project, the entire design fee will be applied toward the cost of the project. If the Purchaser decides not to move forward with the project, the Artist will retain the design fees as compensation for her design services.

4. Delivery of Design Proposal. The Artist agrees to submit a design proposal for the Purchaser's consideration within 90 days from the date of this contract's ratification. This completion date shall be extended for such period of time as the Artist may be disabled by illness preventing progress of the Work. The completion date shall also be extended in the event of delays caused by events beyond the control of the Artist, including but not limited to fire, theft, strikes, shortages of materials, and Acts of God. Time shall not be considered of the essence with respect to the completion of the Work.

5. Modifications of Proposed Design. The Artist agrees to make modest modifications of the proposed design at no charge to the Purchaser. Modifications requiring the Artist to invest more than one hour will be billed to the Purchaser at \$50 per hour.

6. Ownership. Title to the design, as well as all copyrights and rights of reproduction for the design shall remain with the Artist.

7. Non-Assignability. Neither party hereto shall have the right to assign this Agreement without the prior written consent of the other party. The Artist shall, however, retain the right to assign monies due to the Artist under the terms of this Agreement.

8. Integration. This Agreement constitutes the entire understanding between the parties. Its terms can be modified only by an instrument in writing signed by both parties.

9. Waivers. A waiver of any breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof.

10. Notices and Changes of Address. All notices shall be sent to the Artist at the following address: 7139 Maple Bluff Lane, Indianapolis, IN 46236. Each party shall give written notification of any change of address prior to the date of said change.

11. Governing Law. This Agreement shall be governed by the laws of the State of Indiana.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date set forth below.

Linda Witte Henke, Artist

Purchaser's Authorized Representative

Date

Date