

\$200 Logo Design Contract of Agreement:

I ask that you agree to this contract before I start on your logo design.

*What I, David Chipps,
the artist agree to...*

I, David Chipps, agree to create a logo design in five hours to the best of my ability for your business. I promise to deliver your finished logo design in digital image files of high enough quality to be printed on business-related print goods, for web page display, and for video on receipt of your payment.

Contract of Agreement:

Logo Concepts and First Viewing:

Within seven business days of receiving your company info, and a deposit of 200 U.S. dollars, I, David Chipps, will create one logo for you, the client. If I am too busy to complete the project, I will promptly return an email to you. Please supply me with any images, colors, or font choices that you would like me to consider when designing your logo in your initial email with images or links. Due to the nature of the 200 dollar logo, I reserve the right to cancel and refund all money if supporting materials are not received with deposit. You are responsible for the licensing costs of all third-party fonts.

File Delivery:

After the final logo design is approved I, David Chipps, agree to deliver the logo design to you as digital files. (.wmf, .png, .gif, .pdf, .ai, .eps, and/or .jpg graphics file formats) Logo designs are delivered to you by email.

Ownership:

I, David Chipps, give you, the client, the right to use your new logo design in all media useful for your business promotion. I ask that you let me display your new logo image and your full name, business name, and website address or company address, for testimonial and promotional purposes on my websites and in any printed ads.

Work Completed as Independent Contractor:

In completing the 200 dollar logo, it is understood that I, David Chipps, am completing the work as an independent contractor and not as work for hire. I am not your employee in any way.

Originality:

I, David Chipps, affirm that my logo designs are original, that I own the rights granted under this agreement, and that the rights granted do not conflict with any other known agreement.

Logo Redesigns:

Two hundred dollars pays for ten hours of design time. One hundred dollars will go to the initial design. The logo at that point will be sent to you, the client, for review. At that time you can request modifications for the logo. The remaining 100 dollars will go towards refining the logo mark. Please see the image examples on this page to understand the difference between a 100 and a 200 dollar logo mark.

Client Agreement:

In signing this contract, you, the client agree that the 200 dollars supplied is for a two-step refined logo design. There will be no full redesigns or corrections of the logo without you being charged an additional 20 dollars an hour.

You the client, understand that any logo designs created but not accepted as the final logo, are owned by myself, David Chipps.

You, the client, are responsible for the licensing costs of any third-party font used in the creation of the logo.

Use of Logo:

You, the client, understand that once I, David Chipps, have been paid in full, I have the right to use the logo design in all media useful for my business promotion, and I reserve the right to display the logo for my business's promotional use (and as an example of my logo designs on my websites or printed on flyers).

You, the client, also give me, David Chipps, permission to use your full name, business address, and/or website address, for testimonial purposes on my website, or other business-related media.

Contract of Agreement:

Design Modifications and Technical Support:

You, the client, should not modify the logo mark by yourself or by a third party without first contacting me, David Chipps, except in the case of scale. If the logo mark is modified by a third party, I am not responsible for fixing any issues that might arise from third-party work. No ongoing technical support is offered with this contract.

Copyrights and Trademarks:

It is up to you, the client, to copyright the logo design:

(<http://www.copyright.gov>)

It is up to you, the client, to do a trademark search and federal trademark registration if you want to register your logo as a company trademark:

(<http://www.uspto.gov/main/trademarks.htm>)

Delays:

You, the client, agree to give me, David Chipps, more time if I become ill, injured, or delayed because of events beyond my control, like: fire, theft, computer failure, injury, and *acts of god*.

You, the client, should supply all supporting images and links at the time of deposit or face a refund of deposit and a rejection of the project by myself, David Chipps.

Termination:

You, the client, have the right to terminate this agreement if I, David Chipps, fail to complete the logo within 60 days of signing this agreement or if illness or injury, or an event beyond my control, causes a delay of more than 60 days from the agreed delivery date.

If terminated due to failure to complete the logo, I, David Chipps, shall return the 200 dollars deposited to create the logo mark. If you, the client, terminate the agreement of the 200 dollar logo mark of your own volition after receiving the initial 100 dollars of design comps, I have the right to keep 100 dollars of the 200 dollars as deposit on the work.

Note:

Before you, the client sign below, please make sure you understand all of the above agreement. If this contract is acceptable to you and you are paying with paypal, please return a copy of this agreement to my email with your signature and retain one copy of this agreement for your files. If this agreement is not acceptable to you, please check out the the corporate logo package.

Client Signature:

Liability:

Once the 200 dollar logo is complete I, David Chipps, am not liable for legal disputes surrounding the logo and cannot guarantee the logo will not be like any other logo on the market. I will do my best to prevent such logo missteps and promise never to plagiarize another logo mark.

However, due to the nature of the logo mark and the time restraints of 200 dollars, I, David Chipps, cannot assure complete authenticity of any mark completed under this agreement. For further information regarding this matter, please read:

<http://www.logodesignlove.com/similar-original-logos>

I, David Chipps, am not liable for any legal damages or financial losses due to the use of the created logo mark. Under this agreement, it is up to you, the client, to verify that the mark does not infringe on another mark in the marketplace before use. You assume full responsibility for legal costs if you implement the logo without verifying the possibility of copyright infringement.

Arbitration:

Any disputes that arise from producing the 200 dollar logo mark will be submitted to binding arbitration by a third party agreed upon by myself, David Chipps, and you, the client.

Choice of Law:

If any legal disputes shall arise, they will be governed by the laws in the country and state where I, David Chipps, reside, not by the country or state where you reside. All legal issues will be handled in the United States by the state of Oregon. By signing the agreement, your purchase falls under Oregon state and United States federal law.

Date:
