GRAPHIC DESIGN FREELANCE CONTRACT

This Graphic Design Freelance Agreement (this "Agreement") is made as of November 10, 2026 by and between **Example Workshop LLC** (the "Client") of 10 Sample Plaza, Denver, CO 80202 and **Casey Morgan** (the "Designer") of 20 Example Road, Aurora, CO 80012.

1. Design Services

The Designer shall provide the following design services: **Design two illustrations and deliver print-ready files**

Deliverable format. Two print-ready vector illustrations.

Concepts and revisions. The Designer shall present **2** initial concept(s) and provide **2** revision round(s) on the selected concept. Additional concepts or revisions are billed at the Designer's hourly rate.

Source files. Final files are delivered in flattened/export formats only. Editable source files are available for an additional fee to be agreed in writing.

Target delivery. December 14, 2026.

2. Fees

$155.00 per deliverable.

Invoices are payable within **45 days** after receipt.

Rush fee. Expedited requests billed at a 25% premium.

3. Term and Termination

Project-based; ends on final delivery and acceptance. 14-day convenience termination; 10-day cure for material breach. **Kill fee** on Client cancellation: 50% of unpaid fee.

4. Intellectual Property

Assignment on payment. Upon receipt of payment in full, the Designer assigns to Client all right, title, and interest in the selected final concept and deliverables, including copyright. Pre-payment, all rights are reserved. Unused concepts and discarded drafts remain the Designer's property and may be repurposed for other projects.

To the fullest extent permitted, deliverables are "work made for hire" under 17 U.S.C. §101; to the extent any are not, they are assigned to Client upon payment in full.

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Pre-Existing IP. Fonts, stock imagery, icon packs, templates, and the Designer's own Tool Kit listed in Exhibit A remain the Designer's property. Client receives an embedded-use license to the extent incorporated.

Third-party assets. Fonts, stock photography, and other licensed assets require appropriate licenses from their owners. Unless otherwise stated, Client is responsible for obtaining and paying for required licenses for commercial use in the final deliverables. The Designer will identify such assets on delivery.

Portfolio. The Designer may display the Work Product in the Designer's portfolio. **Credit.** Client will credit the Designer where reasonable.

5. Warranties and Indemnity

The Designer warrants that original design elements are non-infringing. Client indemnifies the Designer for Client-supplied content and for third-party asset licensing if Client elected to provide the asset.

6. Confidentiality

Standard confidentiality with **DTSA §1833(b) immunity notice** and protected-activity preservation.

7. Independent Contractor

The parties intend to engage the Designer for independent services. Applicable law and the actual working relationship determine worker status and any employment rights. The payee will supply the appropriate Form W-9 or applicable Form W-8 for its tax status. The payer will file and furnish Form 1099-NEC when required for the payment year.

8. Limitation of Liability

No indirect/consequential damages; cap 2× fees paid; customary carve-outs.

9. General

Governing law CO. Mediation then AAA.Fee-shifting. Entire agreement, amendments in writing, severability, counterparts, ESIGN/UETA.

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Signatures

Client

PRINTED NAME

SIGNATURE

DATE

Designer

PRINTED NAME

SIGNATURE

DATE

Exhibit A — Pre-Existing IP

Item	Description	Owner

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