



Graphic Design Agreement

_____ is hiring Lyons Art & Media Productions, LLC to do graphic design work. The following sets forth the agreement between these two parties and binds them both.

Scope of Work

Lyons Art & Media Productions, LLC will do the following for _____:
_____.

Lyons Art & Media Productions, LLC may decline, or charge additionally for, work that Lyons Art & Media Productions, LLC reasonably deems to be beyond this scope. The final deadline for completing the above work is _____, 20__.

Ownership of the Work

All work produced or developed under this agreement is work made for hire to the extent applicable. Lyons Art & Media Productions, LLC assigns to _____ all right, title and interest in the work, including all trademark rights, and, to the extent any work does not qualify as a "work made for hire," copyrights. This assignment is conditioned on Lyons Art & Media Productions, LLC being paid the full amount of this agreement. Lyons Art & Media Productions, LLC will retain the right to use the work for self-promotion and self-marketing, such as in an online portfolio.

Payment

_____ will pay Lyons Art & Media Productions, LLC a fixed fee of \$_____ which includes up to 2 rounds of revisions, provided that such revisions do not require work exceeding the scope of work above.

Upon completion of the work, Lyons Art & Media Productions, LLC will invoice _____ for any amount due. Payment is due within 15 days of the invoice date.

Any amount not received by its due date will collect interest at 1.5 per month, or the legally allowable maximum if this amount exceeds it.

Confidential Information

Any information supplied by one party to the other marked as "Confidential" must be used only for the purposes of this agreement and must not be disclosed to other parties without the discloser's written consent. This does not apply to information that is publicly available or that the recipient already properly knew, developed, or received independently. When the agreement terminates, Lyons Art & Media Productions, LLC must return to _____ any materials containing confidential information. Confidentiality obligations survive termination of this agreement.

Independent Contractor Relationship

Lyons Art & Media Productions, LLC is an independent contractor, not an employee or partner of _____. Lyons Art & Media Productions, LLC is solely responsible for all taxes, with holdings, insurance, and any other obligations that may apply to an independent contractor.

LIMITED WARRANTY

LYONS ART & MEDIA PRODUCTIONS, LLC WARRANTS THAT NO OBLIGATION TO A THIRD PARTY PROHIBITS LYONS ART & MEDIA PRODUCTIONS, LLC FROM ENTERING INTO THIS AGREEMENT, AND THAT TO LYONS ART & MEDIA PRODUCTIONS, LLC'S KNOWLEDGE, WORK PRODUCED UNDER THIS AGREEMENT WILL NOT VIOLATE THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

LIMITATION OF LIABILITY

UNLESS A RESULT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE LIABILITY OF EITHER PARTY TO THE OTHER FOR ANY TYPE OF DAMAGES IS LIMITED TO THE AMOUNT OF LYONS ART & MEDIA PRODUCTIONS, LLC'S TOTAL FEES UNDER THIS AGREEMENT.

Termination

If either party materially breaches this agreement, the non-breaching party may terminate the agreement only by providing written notice of the breach to the breaching party. If the breaching party does not cure the breach within 5 days of receiving such notice, then the agreement is terminated except with respect to those obligations indicated as surviving termination.

Miscellaneous

This agreement is between _____ and Lyons Art & Media Productions, LLC and neither is allowed to delegate, transfer, or assign it to a third party without the written consent of the other.

This is the parties' entire agreement on this matter, superseding all previous negotiations or agreements. It can only be changed by mutual written consent.

The laws of the state of Pennsylvania govern this agreement and any disputes arising from it must be handled exclusively in courts in Pennsylvania. The prevailing party in any dispute will be entitled to recover reasonable costs and attorneys' fees.

Signing a copy of this agreement, physical or electronic, will have the same effect as signing an original.

Fernando Lyons, Chief Executive Officer
Lyons Art & Media Productions, LLC

_____/_____
Client Signature/Date