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****GRAPHIC DESIGN SERVICES AGREEMENT****

This Graphic Design Services Agreement (the "Agreement") is entered into on this ___ day of _____, 20___, by and between ****[Your Name/Company Name]**** ("Designer") and ****[Client Name]**** ("Client").

1. **Recitals / Background Clause**

WHEREAS, Designer is in the business of providing graphic design services, including but not limited to custom logo designs, branding, and product design; and

WHEREAS, Client desires to retain Designer to provide such services, and Designer agrees to provide said services under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

2. **Scope of Services**

The Designer agrees to provide graphic design services to the Client, including but not limited to the following:

- Logo and branding design
- Marketing materials design (brochures, flyers, etc.)
- Social media graphics
- **Custom Design Prayer Shawls**: The Designer will provide up to three initial design concepts for custom prayer shawls for Client consideration.
- Other specified design services as agreed upon.

3. **Pricing**

The Designer offers competitive rates for graphic design services as outlined below:

- **1 Hour of Design Work**: \$150.00
- **2 Hours of Design Work**: \$250.00
- **Standard Logo Design Fee**: Starting at \$135.00, subject to change based on the dynamics and complexities of the design.
- **Setup Fee**: The setup fee for the logo, in addition to the total design cost, must be paid in full before any work begins or is committed to.

Any additional hours beyond the initial agreed-upon hours will be billed at a rate of \$100 per additional hour, with prior approval from the Client.

4. **Payment Terms**

- Payment is due upon completion of services unless otherwise specified.
- Payment can be made via **[Preferred Payment Methods: Cash, Check, PayPal, Bank Transfer, etc.]**.
- Late payments are subject to a **10% late fee** for each 14-day period following the due date.

5. **Design Ownership and No-Use Agreement**

- The Designer will provide up to three initial design concepts for Client consideration. These concepts remain the sole property of the Designer until the Client completes full payment.
- ****No-Use Clause****: If the Client cancels the order, none of the provided designs (including any preliminary or sample designs) may be used, reproduced, or displayed in any form by the Client, the Client's organization, church, or conferences.
- If the Client proceeds with payment for the final design, ownership of the selected design will transfer to the Client upon full payment.

6. **Non-Refundable Consulting Fee**

- The consulting fee for design services is non-refundable, even if the Client decides to cancel the order after consultation or during the design process. This fee covers the Designer's time, effort, and resources invested up to the point of cancellation.

****Minimum Order Quantity (MOQ)****

- The ****Minimum Order Quantity (MOQ)**** for custom-designed products under this Agreement is ****75 to 100 units****. This MOQ cannot be adjusted or changed.

8. **Revisions and Edits**

- This Agreement includes up to two rounds of revisions within the initial scope.
- Additional revisions beyond the two rounds will be billed at the hourly rate of \$100 per hour.

9. **Timelines and Production**

- The Designer agrees to submit initial design concepts within a reasonable timeframe. Once approved by the Client, an agreement must be reached within a reasonable period to allow for timely processing.

- **Shipping and Production Timeline**: Once an order is approved and confirmed, the Client's design will be submitted to the supplier within **7-10 business days**, and no later than **21 days**. Production time will typically require **72 hours**, after which shipping will commence.

- **Adjustments**: The timeline will be adjusted based on production quantity and any time restraints. The Client will be notified promptly of any delays in shipment or production that are beyond the control of the Designer or supplier.

10. Ownership and Usage Rights

- Upon full payment, the Client will own the final design delivered by the Designer. The Designer retains the right to display the completed work in their portfolio and marketing materials, unless otherwise agreed.

11. Additional Product Coverage

- Any additional products designed by Custom Prayer Shawls, including but not limited to tumblers, mugs, towels, digital prints, and similar items, will fall under this same contract as a notice of service terms. All terms and conditions of this Agreement, including pricing, payment terms, and ownership rights, apply to these additional products.

12. Copyright and Trademark

- The Client agrees that they will not use or apply for trademarks on any design work provided by the Designer unless the design has been paid for in full.

- **Copyright Infringement**: The Designer affirms that the design work is original and does not infringe on any third-party copyrights. The Client must ensure that the use of the design in any capacity does not infringe upon the copyright, trademark, or intellectual property rights of any other entity. The Client is solely responsible for any legal action taken due to unauthorized use of the design work.

- **Transfer of Copyright**: Upon full payment for the work, the Designer transfers the rights to the final design to the Client. However, the Designer retains the right to use the design for promotional purposes unless otherwise agreed upon.

13. **Indemnification**

- The Client agrees to indemnify and hold the Designer harmless from any and all claims, damages, costs, and expenses, including attorney's fees, arising out of any copyright or trademark infringement or violation of any third-party rights due to the Client's use of the design work.

14. **Jurisdiction, Liability, and Enforcement**

- This Agreement is valid for both domestic and international clients.
- In the event of any breach or violation of this Agreement, the Client will be held liable for:
 - All attorney fees and court costs incurred by the Designer to enforce this Agreement.
 - Any travel expenses for domestic or international travel if necessary for the enforcement of this Agreement.
- This Agreement shall be governed by the laws of ****[Insert Jurisdiction]****.

15. **Force Majeure**

Neither party shall be liable for any failure or delay in the performance of their obligations under this Agreement if such failure or delay is due to a force majeure event, including, but not limited to, natural disasters, strikes, government action, pandemics, or any other event beyond the reasonable control of the affected party. In such an event, the affected party shall promptly notify the other party of the delay and the anticipated duration of the delay.

16. **Dispute Resolution and Arbitration**

In the event of any dispute, controversy, or claim arising out of or relating to this Agreement, including but not limited to the validity, interpretation, performance, or breach of this Agreement, the parties agree to first attempt to resolve the dispute through good faith negotiation. If the dispute cannot be resolved through negotiation, the parties agree to submit the dispute to binding arbitration in ****[Location of Arbitration]**** in accordance with the rules of the ****[Arbitration Association]****. The arbitration award shall be final and binding on both parties.

17. **Non-Compete / Non-Solicitation**

During the term of this Agreement and for a period of ****[e.g., one (1) year]**** following the termination of this Agreement, the Client agrees not to directly or indirectly engage in the same or similar business as Designer, nor shall they solicit or hire Designer's employees, contractors, or subcontractors without prior written consent from Designer.

18. **Severability**

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement, which shall remain in full force and effect.

19. **Entire Agreement**

This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral or written agreements, understandings, representations, and warranties. No amendments, changes, or modifications to this Agreement shall be valid unless in writing and signed by both parties.

20. **Limitation of Liability**

To the fullest extent permitted by applicable law, the Designer's total liability for any claim arising out of or in connection with this Agreement shall not exceed the total amount paid by the Client to the Designer for the specific services giving rise to the claim.

21. **Choice of Law and Venue**

This Agreement shall be governed by and construed in accordance with the laws of the State of ****[Your State/Country]****, without regard to its conflict of law principles. Any legal action or proceeding under this Agreement shall be brought exclusively in the courts located in ****[City/State/Country]****, and the parties hereby consent to the jurisdiction and venue of such courts.

22. **Contractual Disclosures for International Clients**

The Client is responsible for any customs fees, taxes, or import duties incurred for international shipments. The Designer shall not be liable for any costs associated with the international shipping or handling of goods, including but not limited to delays caused by customs inspections.

23. **Digital Signatures**

The parties agree that this Agreement may be executed electronically and that a digital or facsimile signature shall be deemed as valid as an original signature. The electronic version of this Agreement shall be considered binding and enforceable.

****IN WITNESS WHEREOF****, the parties hereto have executed this Agreement as of the date first written above.

****Designer:****

Signature: _____

Name: [Your Name]

Title: [Your Title]

Date: _____

****Client:****

Signature: _____

Name: [Client Name]

Title: [Client Title]

Date: _____