

# GRAPHIC DESIGN INDEPENDENT CONTRACTOR AGREEMENT

## with Hey, It's Ema (Evergreen Media Agency)

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Agreement") is made on the \_\_\_\_ day of \_\_\_\_\_, 2026 between:

Company / Client:

\_\_\_\_\_ ("Client")

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Freelancer / Designer:

Hey, It's Ema (Evergreen Media Agency)

Freelancer: Emanuella Nathan

Email: \_\_\_\_\_

Both parties agree to the following terms:

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## 1. SCOPE OF SERVICES

Client retains Designer to perform Graphic Design and Branding Services, outlined below. Both parties agree to the following terms:

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### **1.1 Project Overview (to be completed before signature)**

Brand Identity Deliverables Requested:

(Select all that apply)

- ☐ Primary Logo Development
- ☐ Secondary/Alternate Logo Marks
- ☐ Icon / Submark / Badge
- ☐ Typography
- ☐ Color Palette Development
- ☐ Favicon
- ☐ Brand Pattern or Texture

Social Media Templates:

- ☐ Instagram posts
- ☐ Instagram stories
- ☐ Reel covers

PDF or Print Materials:

- ☐ Flyer
- ☐ Brochure
- ☐ Business cards
- ☐ Pricing sheet
- ☐ Menu
- ☐ Other: \_\_\_\_\_

Project Details:

- Number of logo concepts included: \_\_\_\_\_
  - Number of revisions included: \_\_\_\_\_
  - File formats included:
    - ☐ PNG ☐ JPEG ☐ SVG ☐ PDF ☐ AI (logo only)
  - Brand Strategy Included?
    - ☐ Yes ☐ No
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## 2. PAYMENT TERMS

### 2.1 Total Project Fee:

\$

### 2.2 Payment Schedule

- 50% Deposit due upon signature **(non-refundable)**
- 50% Final Payment due before release of final files  
Work pauses immediately if a payment is missed.

### 2.3 Additional Fees

- Extra logo concepts: \$\_\_\_\_ each
  - Extra revision rounds: \$/round or \$/hour
  - Print formatting: \$\_\_\_\_/hour
  - Rush services: **\$350**
  - Late invoice fee (after 3 days): **+5%**
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## 3. TIMELINE

### 3.1 Estimated Timeline:

\_\_\_\_ weeks total project duration

### **3.2 Timeline Requirements**

Client must provide:

- Brand inspiration or moodboard by: \_\_\_\_\_
- Examples of styles they like (optional)
- All required text or content for templates
- Feedback/approvals within 3 business days

### **3.3 Timeline Extensions**

Timeline automatically extends if:

- Client delays content
- Client delays approvals
- Scope changes
- Client adds deliverables
- Revisions exceed the allocated number

Designer is not responsible for delays outside their control.

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## **4. CLIENT RESPONSIBILITIES**

**Client agrees to:**

- Provide inspiration, references, and brand preferences
- Respond within 3 business days
- Provide accurate information (business name, spelling, tagline, etc.)
- Review concepts carefully and provide clear, consolidated feedback
- Ensure rights to any provided images, fonts, or assets
- Understand that design decisions are made based on industry best practices

**Client understands:**

- Delay in feedback pushes the deadline
  - Designer is not responsible for printing errors caused by third-party printers
  - Logo trademarking is the Client's responsibility
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## **5. DESIGNER RESPONSIBILITIES**

**Designer will:**

- Produce high-quality creative work
- Communicate progress and timeline updates
- Provide reasonable rounds of revisions

- Supply final brand files after final payment
- Provide brand assets in industry-standard formats

**Designer does not guarantee:**

- Trademark approval
  - Sales outcomes
  - Social media growth
  - Print quality from external vendors
  - Legal compliance with packaging, labeling, or regulatory standards
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## **6. CONFIDENTIALITY & NONDISCLOSURE**

Designer agrees to maintain the confidentiality of all client-provided information, including business strategies, product information, and client identity.

Client agrees not to share Ema's proprietary workflows, processes, templates, or training materials.

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## **7. INDEPENDENT CONTRACTOR STATUS**

Designer is an independent contractor, not an employee.

**Designer is fully responsible for:**

- Taxes
- Insurance
- Licenses
- Business compliance

Designer cannot act on behalf of the Client beyond the scope of this Agreement.

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## **8. OUT-OF-SCOPE WORK**

**Not included unless agreed to for an additional fee:**

- Stock imagery
- Copywriting
- Packaging design
- Custom illustration
- Website design
- Photography
- Video editing

- Social media management
- Complete rebranding after approval
- Additional logo concepts
- Trademark legal services

Any additional services outside the agreed-upon scope will be billed at the hourly rate needed to complete them.

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## 9. CANCELLATION

### **9.1 By Client**

If Client cancels:

- Deposit is non-refundable
- Client must pay for all work completed at \$50/hour
- Designer may retain all materials until paid

### **9.2 By Designer**

Designer may cancel:

- Due to nonpayment
- Repeated scope creep
- Disrespectful communication
- Unsafe or inappropriate working circumstances

No refunds will be issued in these cases.

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## 10. LIABILITY

**Designer is not responsible for:**

- Lost revenue caused by branding changes
- Misuse of final files by the Client
- Improper file handling by third parties
- Printing or color discrepancies
- Trademark disputes or intellectual property conflicts
- Any legal compliance issues

Client agrees to hold Designer harmless for any such losses.

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## 11. NOTICES

All notices must be provided by email or written document to the addresses listed above.

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## 12. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior statements or agreements.

No modification is valid unless in writing and signed by both parties.

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### SIGNATURES

FREELANCER / DESIGNER

Hey, It's Ema (Evergreen Media Agency)

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

COMPANY / CLIENT

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_