

GRAPHIC DESIGN & BRANDING 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: Ema Nathan

Email: _____

Both parties agree to the following terms:

1. SCOPE OF SERVICES

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

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)
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2. PAYMENT TERMS

2.1 Total Project Fee:

\$ _____

2.2 Payment Schedule

- 25% Deposit due upon signature (**non-refundable**)
- 75% 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.

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 materials.

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.

8. OUT-OF-SCOPE WORK

Not included unless agreed to for an additional fee:

- Stock imagery
- Copywriting
- Packaging design
- 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.

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.

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.

11. NOTICES

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

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.

SIGNATURES

FREELANCER / DESIGNER

Hey, It's Ema (Evergreen Media Agency)

Name: _____

Signature: _____

Date: _____

COMPANY / CLIENT

Name: _____

Signature: _____

Title: _____

Date: _____