



**GREY  
GORILLA  
DESIGN**

February 4, 2016

## **CLIENT NAME**

PROJECT NAME

AGREEMENT as of the 4 day of February, 2016 between CLIENT NAME (hereinafter referred to as the “Client”) and Grey Gorilla Design, located at 524 Daniels Ave Orlando, FL (hereinafter referred to as the “Designer”) with respect to the creation of a certain design or designs (hereinafter referred to as the “Designs”), the parties hereto agree as follows:

**1. Description.** The Designer agrees to create the Designs in accordance with the specifications set forth below. The Designs shall be delivered in the form of one set of finished electronic mechanicals, more fully described as:

LIST DELIVERABLES HERE

**2. Due Date.** The Designer agrees to deliver initial design concepts within 14 days after the later of the signing of this Agreement or, if the Client is to provide reference, layouts, or specifications, after the Client has provided same to the Designer.

**3. Grant of Rights.** Upon receipt of full payment, Designer grants all usage rights of the final deliverable to the Client.

**4. Reservation of Rights.** All rights not expressly granted hereunder are reserved to the Designer, including but not limited to all rights in sketches, comps, or other preliminary materials created by the Designer.

**5. Fee.** Client agrees to pay the following purchase price: \$XXXX for the usage rights granted. Client agrees to pay sales tax, if required.

**6. Expenses.** Client agrees to reimburse the Designer for all expenses of production as well as related expenses including but not limited to illustration, photography, travel, models, props, and messengers. These expenses shall not be marked up by the Designer when billed to the Client. Designer will notify Client of any expenses before incurring the expense.

**7. Payment.** Client agrees to pay the Designer within thirty days of the date of Designer's billing, which shall be dated as of the date of delivery of the Designs. In the event that work is postponed at the request of the Client, the Designer shall have the right to bill pro rata for work completed through the date of that request, while reserving all other rights under this Agreement. Overdue payments shall be subject to interest charges of 10 percent compounded monthly.

**8. Advances.** At the time of signing this Agreement, Client shall pay Designer 50 percent of the fee as an advance against the total fee.

**9. Authorship Credit.** Authorship credit in the name of the Designer shall not accompany the Designs when reproduced.

**10. Cancellation.** In the event of cancellation by the Client, the following cancellation payment shall be paid by the Client: (A) Cancellation prior to the Designs being turned in: 75 percent of the fee; (B) Cancellation due to the Designs being unsatisfactory: 100 percent of fee; and (C) Cancellation for any other reason after the Designs are turned in: 100 percent of fee. In the event of cancellation, the Designer shall own all rights in the Designs.

**11. Releases.** The Client agrees to indemnify and hold harmless the Designer against any and all claims, costs, and expenses, including attorney's fees, due to materials included in the Designs at the request of the Client for which no copyright permission or privacy release was requested or uses which exceed the uses allowed pursuant to a permission or release.

**12. Miscellany.** This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, and personal representatives. This Agreement constitutes the entire understanding between the parties. Its terms can be modified only by an instrument in writing signed by both parties, except that the Client may authorize expenses or revisions orally. A waiver of a breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof. This Agreement shall be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first set forth above.

Designer: Grey Gorilla Design, LLC

Client:

By: \_\_\_\_\_  
Mark Bunker, Founder/Lead Designer

By: \_\_\_\_\_  
Client Signature