# Contract Agreement between Two Parties

This Contract Agreement (the "Agreement") is made and entered into on this 18th day of June, 2024, by and between:

**Party A:** Name: John Doe Address: 123 Main Street, Anytown, NY 12345 Email: john.doe@email.com Phone: (555) 123-4567

**Party B:** Name: Jane Smith Address: 456 Oak Avenue, Othertown, NY 67890 Email: jane.smith@email.com Phone: (555) 987-6543

# RECITALS

WHEREAS, Party A is in the business of providing graphic design services; and

WHEREAS, Party B is in need of graphic design services for a marketing campaign; and

WHEREAS, the parties wish to enter into an agreement for the purpose of providing these services;

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

# 1. TERM

This Agreement shall commence on June 18, 2024, and shall continue in full force and effect until September 18, 2024, unless terminated earlier in accordance with the provisions of this Agreement.

# 2. SCOPE OF WORK

Party A agrees to provide the following services:

- Design of marketing materials including brochures, flyers, and social media graphics.
- Up to three revisions per design.

Party B agrees to provide the following:

- Detailed briefs for each design project.
- Feedback and approval for each design within three business days of submission.

# **3. COMPENSATION**

The parties agree that compensation for the services provided under this Agreement shall be as follows:

- Party A shall receive a total of \$3,000, payable in three installments of \$1,000 each.
  - First installment due upon signing of this Agreement.
  - Second installment due on July 18, 2024.
  - Final installment due on September 18, 2024.

# 4. CONFIDENTIALITY

Both parties agree to maintain the confidentiality of any confidential information shared between them and not to disclose such information to any third party without the prior written consent of the other party.

# 5. INTELLECTUAL PROPERTY

Any intellectual property developed during the course of this Agreement shall be owned by Party B upon full payment to Party A. Party A retains the right to use the designs for portfolio purposes.

#### 6. TERMINATION

This Agreement may be terminated by either party upon 30 days' written notice to the other party. In the event of termination, both parties shall be responsible for completing any outstanding obligations up to the date of termination. Party A will be compensated for any work completed up to the termination date on a pro-rata basis.

#### 7. INDEMNIFICATION

Each party agrees to indemnify, defend, and hold harmless the other party from and against any and all claims, liabilities, damages, and expenses (including reasonable attorneys' fees) arising out of or related to the performance of this Agreement.

#### 8. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

#### 9. DISPUTE RESOLUTION

Any disputes arising out of or in connection with this Agreement shall be resolved through mediation in Anytown, NY.

#### **10. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, and representations, whether oral or written.

#### **11. AMENDMENTS**

This Agreement may be amended only in writing and signed by both parties.

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

 Party A: Signature:
 \_\_\_\_\_\_\_\_\_ Name: John Doe Title: Graphic

 Designer Date:
 June 18, 2024