

Independent Designer Agreement

THIS AGREEMENT is made and entered into as of the day, month and year written below, by and between __ (hereinafter referred to as “the Client”) and **Andrew Yong** (hereinafter referred to as “the Designer”).

1. Engagement and Duties: The Client hereby engages the Designer, and the Designer accepts engagement by the Client, to perform the services set forth in **Attachment A** attached hereto and other services as may from time to time be agreed upon by the parties in writing.

2. Compensation: The amount and form of compensation that the Designer shall accept in full payment for the services hereunder is \$ __. A 50% deposit is due upon signing/before the work begins. The remaining balance is due before final files are released to Client.

3. Term/Termination: This Agreement shall commence on __/__/20__, and will end on __/__/20__, unless extended by written agreement of both parties, but may be terminated by giving notice in writing. If Client cancels before work is delivered, the deposit is non-refundable. If Designer cancels, any payments made will be refunded within 14 days.

If the Agreement expires before work is delivered, it will be treated as cancelled by the Designer, unless the delay was caused by Client’s failure to respond to Designer’s request for feedback, materials, or payment, in which case it will be treated as cancelled by Client.

4. Revisions: The price includes **1 round of sketch revisions and 2 rounds of revisions** after the sketch is approved, per illustration listed in Attachment A. Once the sketch is approved, revisions are limited to minor adjustments to the existing composition (color, text placement, or small edits), not new concepts or major re-compositions, which are billed separately.

Client has 14 days after each delivery (sketches, revisions and final files) to request revisions in writing. If no response is received within that window, the delivered version is considered approved and final, and any unused revision rounds are forfeited.

5. Copyright: The Designer retains all copyright and intellectual property rights in the Work (the final deliverable file(s) specified in Attachment A). This Agreement does not transfer rights to any underlying character, likeness, or concept provided by Client for reference. Client represents they have the right to request illustration of any character or likeness provided.

Upon full payment, Client is granted a worldwide, perpetual, non-exclusive license to use, reproduce, and display the Work for Client’s personal and commercial purposes. Designer retains the right to display and share the Work for self-promotional or portfolio purposes unless otherwise agreed in writing.

6. Independent Contractor Status: Designer is an independent contractor, not an employee of the Client.

7. Taxes: Designer herein acknowledges that they will receive an IRS Form 1099-MISC (if required) from the Client. Designer and Client shall each be solely responsible for all of the federal, state, and local taxes applicable to them.

8. Dispute Resolution: Any disputes will be resolved in small claims court in San Francisco, California. Claims must be brought within 2 years of when the issue arose.

9. Severability: The parties hereto agree that the clauses of this Agreement are severable and if any clause is declared invalid, it shall not affect the validity of the remaining provisions of this Agreement.

10. Entire Agreement: This Agreement contains the final and entire agreement between the parties. No party shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not contained herein and no term or provision hereof (including the terms and provisions of this paragraph) may be altered, amended or modified in any way except by a writing signed by all parties. This Agreement shall be governed and interpreted pursuant to the laws of the State of California (other than its rules relating to conflict of laws). IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written below.

CONSENTED AND AGREED TO:

Designer Name

Designer Signature

Date

Client Name

Client Signature

Date