

# General Contract terms

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01. The Parties each represent that they are authorized to enter into this Proposal and have had the opportunity to consult with their own attorney(s) in advance of executing this Proposal.

02. The parties are not intending this Website and Social Media Design Proposal to create a partnership, agency, employer-employee, joint venture, or franchise relationship between Gabystudio Co. and the CLIENT. Neither party will incur debts or make any commitments to third parties on behalf of the other.

03. Neither of the parties has permission to assign or delegate any of their responsibilities under this Proposal to anyone else without the prior written agreement of the other party.

04. The Parties acknowledge that they may obtain access to information regarding each other's clients, employees, or independent contractors during the course of this Web and Social Media Design Proposal. Both Parties agree that they will not solicit any business from each other's clients, hire the employee or independent contractor during the course of this Proposal, nor for one calendar year following the termination of this Proposal unless consented to in writing.

## **INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP**

05. Both parties agree on the importance of respecting the intellectual property rights of others, including rights relating to patents, trademarks, service marks, and copyrights.

06. The CLIENT guarantees that any elements of text, graphics, photos, designs, logos, trademarks, service marks, artwork, or video that it provides to the designer for inclusion in the website are either owned by CLIENT, or that CLIENT has permission from the owner to use them on the website. Likewise, the designer guarantees that any elements of text, graphics, photos, designs, logos,

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## **INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP CONTINUED**

trademarks, service marks, artwork, or video that it includes in the website has either been provided by the CLIENT, or is owned by the designer., or used with permission of the owner for use on the website. Additionally, neither Party shall include within the website any functionality that is protected by a patent to which the Party has no license or permission to use. If either party, either intentionally or inadvertently, violates these guarantees, that party agrees to indemnify (pay for) any resulting damages to the other party based on a claim from the owner, including attorney fees.

07. As to the remainder of the project, intellectual property rights are designated as follows:

a. The CLIENT owns the intellectual property rights to all text, graphics, photos, designs, logos, trademarks, service marks, or artwork, provided to the designer for purposes of the Design Proposal. The designer has a limited, royalty-free, right to use such items for the purposes of completing its obligations under this Proposal, and for purposes of showing potential clients examples of the designer's work as outlined in paragraph 09.

b. The designer owns the intellectual property rights to all text, graphics, photos, designs, logos, artwork, or other visual elements that the designer creates for the CLIENT for this project until final payment is made by the CLIENT. At that time, ownership shall pass to the CLIENT, with the designer retaining a limited, royalty-free, right to use such items for the purposes of completing its obligations under this Proposal, and for purposes of showing potential clients examples of the designer's work as outlined in paragraph 19.

08. The designer will give the CLIENT a copy of all files relevant to this Proposal to be safely stored. The designer is not required to keep them or provide any native source files used in making them.

09. The designer reserves the right to display and link to the completed website as part of Gaby Studio Co's portfolio and to write about the project on websites, in magazine articles, and in books about web design.

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## **INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP CONTINUED**

10. The Parties understand that sometimes circumstances change after an agreement is entered into that may affect the scope of work or the cost of performing the agreement. The Parties agree to the following procedures in this event.

11. Any significant modification to the scope of work to be performed by the designer. must be agreed to by both parties in writing (email confirmation is acceptable), including any corresponding change in costs to be paid by the CLIENT.