

Creative services contract

Not legal advice

This starting template is not legal advice. Have a qualified professional review it for your jurisdiction and project before signing.

Parties and project

Creative: [Legal name, business name and contact].

Client: [Legal name and contact].

Effective date: [Date]. Project: [Description].

The approved proposal and scope dated [date] form part of this agreement.

Scope and changes

Deliverables, formats and exclusions: [Details].

Milestones and approvals: [Details].

Included revisions: [Number and definition of a revision].

Feedback is consolidated by [decision maker].

Additional deliverables or a new direction require written approval of a change quote before work begins.

Fees and payment

Total fee and currency: [Amount].

Deposit and milestone payments: [Amounts and triggers].

Invoice due dates and applicable taxes: [Terms].

Treatment of expenses, overdue invoices and paused work: [Terms reviewed locally].

Schedule and client cooperation

Client supplies [materials, approvals and access] by [dates].

Late materials or feedback may move the delivery schedule.

How schedule changes are confirmed: [Process].

Ownership and permitted use

Retained rights, licensed rights and any transfer on final payment: [Explicit terms].

Media, territory, duration and exclusivity: [Details].

Portfolio permission, third-party materials and sublicensing: [Details].

Do not assume all rights transfer because a fee was paid.

Cancellation and termination

Notice, payment for completed work and non-recoverable expenses: [Terms].

Kill fee, if agreed: [Amount or method and conditions].

Delivery of completed work and treatment of licenses after termination: [Terms].

Confidentiality and disagreements

Confidential information and exceptions: [Details].

Contact process, governing law and dispute resolution: [Locally reviewed terms].

No limitation of liability, indemnity or consumer-rights clause should be adopted without review.

Signatures

Creative: [Name, signature and date].

Client: [Name, signature and date].