

United Graphic Design, LLC Default Contractual Design Agreement

This is the standard agreement that is set by default by United Graphic Design, LLC, its designers and affiliates unless otherwise noted in writing via contract. By default, this agreement is automatically enacted even without signature or client having read this document when any client contracts United Graphic Design, LLC for creative work. This document is provided to the client as a written description of United Graphic Design, LLC's official policies.

This agreement is set forth to provide protection for both designer and client and to provide the client with a proper understanding of copyright and trademark law when the designer is contracted to develop any visual content that doesn't exist in tangible reproducible form. These forms include digitization of concepts, vectorized files or any other contracted creative work that involves the creation of artwork, specific product layout, identifiable unique concepts, etc.

As stated in Federal copyright law, unless stated in formal writing via separate contract, when a designer develops any creations for either himself or contractually for a client, the digitized design or any resemblance of said design becomes the sole property of the graphic designer. This includes but is not limited to digitized designs created from the client's sketches or ideas, digitized designs created from concepts originating from the designer, or any products developed by the graphic designer (business card layout, postcard layout, website design, poster design, etc).

United Graphic Design, LLC gives its clients the following rights:

Transfers – if you sell your business, you can sell the brand as an asset, however the brand continues to be the owned property of United Graphic Design, LLC unless stated otherwise contractually.

Exclusivity – your mark will not be remade and re-purposed in any way.

Mediums – client can use the logo on any medium so long as it pertains directly to the business entity. United Graphic Design, LLC maintains the Right Of First Offer on any reproduction of the design or brand. For example, if wanting to use the logo on business cards, the client is required to get a bid from United Graphic Design, LLC or its affiliates and must fairly and objectively consider and negotiate that bid for purchase. If, once that bid is obtained and fair negotiations have ensued, a product is found that is produced within the United States that is similar in quality but lower in price, the client has the right to pursue that bid without any compensation to United Graphic Design, LLC or its affiliates.

At any time, unless noted otherwise contractually, the client has the right to purchase the entire copyright of the design or the licensing rights with associated royalties for an agreed upon price. If a price or agreement cannot be met, the rights of the design default to United Graphic Design, LLC.

Again, the above-said contract is the default agreement between United Graphic Design, LLC and its clients. Any other agreements must be contractually obtained in writing.

By signing below, you agree that you have read and fully understand the above-said agreement. You also agree that if any copyright of the designs owned by United Graphic Design, LLC are infringed, United Graphic Design, LLC protects its rights to the fullest extent of state, federal, and international copyright law. Client is not allowed to alter any created works of United Graphic Design, LLC or develop any identifiable or comparable resemblance of design without prior written consent.

Client Printed Name _____

Client Company _____

Client Signature _____

Date _____