



## Custom Code & Design LLC

### Custom Project Agreement

#### 1. Scope of Work

The Designer agrees to perform a combination of services selected by the Client, which may include (but are not limited to):

- Website design and/or development
- E-commerce setup
- Branding and visual identity design
- Custom illustration or digital art
- Photography or digital imagery
- SEO setup and strategy
- Content creation or layout design
- Social media integration or asset creation

A detailed breakdown of all included services, deliverables, and formats will be outlined in the accompanying proposal or Statement of Work (SOW).

#### 2. Payment Terms

- Project Fee: The total cost for this custom package is \$[Total Amount].
- Deposit: A 50% non-refundable deposit is required to begin the project.
- Balance: The remaining balance is due upon final delivery of approved work, prior to any website launch, file transfer, or publication.
- Additional Work: Any work not included in the original scope will be quoted separately and billed at \$75/hour or a fixed fee.
- Accepted Payment Methods: eCheck, PayPal, Venmo, wire transfer, check, direct deposit, or cash.

### **3. Revisions**

- Up to three (3) rounds of revisions are included across the entire scope of the project.
- Additional rounds of revisions or changes made after final approval will be billed at \$50 per revision or \$75/hour, depending on complexity.

### **4. Timeline**

- The estimated project timeline is [X–Y weeks], with final delivery expected by [Target Date].
- Timeline adjustments may occur due to client feedback delays, scope changes, or unforeseen circumstances.
- The Designer will communicate progress regularly and deliver the project in a timely manner, with reasonable buffer for changes.

### **5. Ownership & Licensing**

- Upon full payment, the Client will receive rights to use the final deliverables for their intended purpose (branding, web, print, etc.).
- The Designer retains ownership of all working files, drafts, and unused concepts unless otherwise agreed in writing.
- The Designer reserves the right to display the final work in portfolios, social media, and promotional materials unless restricted by NDA.

### **6. Termination & Refunds**

- Either party may terminate this Agreement with written notice.
- If terminated early, the deposit will be retained as a kill fee.
- Additional work completed up to the point of termination will be billed proportionally.
- No refunds are offered on completed work or digital assets.

### **7. Liability & Disclaimer**

- The Designer is not responsible for technical issues caused by third-party platforms (e.g., hosting, plugins, CMS tools).
- The Client is responsible for providing accurate content, approvals, and login credentials.
- All services are delivered “as-is” without guarantees of future performance (e.g., SEO ranking, platform uptime).

**8. Governing Law**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Nevada (Douglas County).

Client Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Designer Signature: \_\_\_\_\_

Printed Name: Georgia Novotny, Custom Code & Design LLC

Date: \_\_\_\_\_

Attachment: [Include proposal, quote, or SOW reference if applicable]