

LOGO DESIGN AGREEMENT

Including Trademark Considerations · Sample / Educational Use Only

Designer	Client
[Designer / Studio Name]	[Client / Business Name]
[Address · City, State ZIP]	[Address · City, State ZIP]
[Email · Portfolio URL]	[Email · Intended use / industry]

This Logo Design Agreement ("Agreement") is entered into as of [Date] between the parties above. The parties agree as follows:

1. PROJECT DESCRIPTION

- Designer agrees to create an original logo design (the "Logo") for Client's business known as: [Business Name]
- Industry / intended use: [e.g., restaurant / tech startup / nonprofit / e-commerce brand]
- Deliverables upon final approval and full payment:
 - Primary logo in vector format (.AI and .EPS)
 - PNG files: full color, black, white, transparent background
 - SVG file for web use
 - [Optional: Brand style guide / color palette document / favicon]
- Files will be delivered via [email / cloud folder] within [3] business days of final approval.

2. DESIGN PROCESS

- Phase 1 — Discovery: Client completes a design brief provided by Designer. Designer may request a call to discuss brand values, target audience, and aesthetic preferences.
- Phase 2 — Concepts: Designer presents [2–3] initial logo concepts within [7] business days of receiving the completed brief.
- Phase 3 — Revisions: Client selects one concept to develop. This Agreement includes [2] rounds of revisions on the selected concept.
- Phase 4 — Final delivery: Designer delivers final files in all formats specified above.

3. FEES AND PAYMENT

- Total logo design fee: \$[Amount]
- Deposit (non-refundable, due upon signing): \$[Amount — typically 50%]
- Final payment (due upon Client's approval of final design, before file delivery): \$[Amount]
- Additional revision rounds (beyond the [2] included): \$[Rate] per round
- Rush fee (delivery within [3] business days of brief): \$[Amount] additional
- Final files are delivered only after full payment is confirmed.

4. INTELLECTUAL PROPERTY — CRITICAL SECTION

- Upon receipt of full payment, Designer transfers to Client full copyright ownership of the final approved logo design.
- Designer retains ownership of all preliminary concepts, unused variations, and rejected designs.
- If the logo incorporates purchased stock elements (fonts, icons, vector shapes), Designer will provide the relevant license documentation. Client is responsible for verifying that the license covers their intended commercial use.
- Designer retains the right to display the completed logo in their portfolio and as a case study.

5. TRADEMARK NOTICE — IMPORTANT

- This Agreement transfers copyright in the logo design. It does NOT provide trademark rights.
- Copyright protects the creative expression of the logo. Trademark protects the logo as a source identifier for goods or services — and must be registered separately with the USPTO (U.S.) or equivalent authority.
- Designer makes no representation that the logo is available for trademark registration or that it does not conflict with existing marks.
- Client is strongly advised to conduct a trademark clearance search and file a trademark application before using the logo commercially at scale.
- Designer is not responsible for trademark infringement claims arising from Client's use of the logo.

6. CLIENT-PROVIDED MATERIALS

- If Client provides any materials for incorporation (existing logos, wordmarks, images), Client warrants that it has all rights necessary to use and authorize use of those materials.
- Client indemnifies Designer against any claim arising from materials provided by Client.

7. CANCELLATION

- If Client cancels after signing but before concept presentation: Deposit is forfeited; no further amount due.
- If Client cancels after receiving initial concepts: 75% of total fee is due.
- If Client cancels after revision rounds: 100% of total fee is due.
- No files or designs are delivered upon cancellation until applicable fees are paid.

8. DESIGNER WARRANTIES AND ORIGINALITY

- Designer warrants that the logo will be an original creation and will not be knowingly copied from any existing design.
- Designer's liability for any breach of this warranty is limited to refunding fees paid and is not liable for consequential damages including trademark disputes.

9. LIMITATION OF LIABILITY

- Designer's total liability under this Agreement shall not exceed the fees paid.
- Designer is not liable for: client's failure to register trademark; infringement claims arising from client-provided content; or losses from delays caused by late client feedback.

10. GOVERNING LAW

- This Agreement is governed by the laws of [State]. Disputes shall be resolved by good-faith negotiation, then binding arbitration if necessary.

SIGNATURES

DESIGNER	CLIENT
Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Date: _____	Date: _____
Portfolio display: <input type="checkbox"/> Yes <input type="checkbox"/> No (initials: ____)	Title: _____

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