

Contract



amwaj
studio



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[Company name]
Brand Identity Design

Date: dd / mm / yyyy

Prepared by

amwaj studio

Muhammad Alaa,
General Manager & Founder

E: hello@amwajstudio.com

Mob: [+2] 0122 12 1 73 71

Prepared for

Company name

Person name,
position

E: email@companywebsite.com

Mob: [xx] xxxxxxxxx





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TERMS AND CONDITIONS

1- Proposal. This Agreement is entered into by and between amwaj studio and customer, each as set back on the Proposal that when signed by both parties will become a binding part of this Agreement. Each Proposal will be governed by these Basic Terms and Conditions (“Terms”), but in the event a provision of the applicable Proposal contradicts any provision in these Terms, the applicable Proposal will govern the transaction.

2- Services. amwaj studio agrees to provide the services set back in the applicable Proposal.

3- Fees and Costs.

a) In consideration of the services to be performed by amwaj studio, the customer shall pay to us fees in the amounts and according to the payment schedule set back in the Proposal, and shall also pay all applicable sales, use or value added taxes if there are any.

b) Customer shall pay amwaj studio’s expenses incurred in connection with this Agreement as follows:

I) Incidental and out-of-pocket expenses such as costs for postage, shipping, overnight courier, service bureaus, typesetting, blueprints, models, presentation materials, photocopies, computer expenses, parking fees and tolls, and taxis at cost plus amwaj studio’s standard markup of twenty five percent (25%).

II) Travel expenses including transportation, meals, and lodging, incurred by amwaj studio with customers’s prior approval.

c) The Project pricing includes amwaj studio’s fee only. Any and all outside costs such as equipment rental, photographer’s costs and fees, artwork licenses, prototype production, talent fees will be billed to customer unless specifically otherwise provided for in the Proposal.

d) All invoices are due upon receipt, and are non-refundable. amwaj studio may withhold delivery and/or any transfer of ownership of any current work if accounts until any overdue invoices here under are paid in full.





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4- Changes.

a) Customer shall pay additional charges for changes requested by him/her which are outside the scope of the services set back in the applicable proposal (“Changes”) on a time and materials basis, at amwaj studio’s standard hourly rate stated in such proposal despite any maximum budget, contract price or final price set back in the proposal.

amwaj studio may modify any delivery schedule in the proposal and deliverables as may be required by such changes.

b) If customer requests or instructs changes that amount to a revision in or near excess of twenty five percent (25%) of the time required to produce the deliverables, and or the value or scope of the services, amwaj studio shall be entitled to submit a new and separate proposal to customer for written approval. Work shall not begin on the revised services until a revised proposal is executed.

c) amwaj studio will make commercially reasonable efforts to perform the services within the time(s) identified in the proposal. Customer agrees to review deliverables within the time identified for such reviews and to promptly either,

(I) approve the deliverables in writing

or (II) provide clear and complete written comments and/or corrections sufficient to identify the customer’s concerns, objections or corrections to amwaj studio.

amwaj studio shall be entitled to request written clarification of customer’s responses and/or requests.

d) Customer acknowledges and agrees that amwaj studio’s ability to meet any and all schedules is entirely dependent upon customer’s prompt performance of its obligations to provide materials and written approvals and/or instructions pursuant to the proposal and that any delays in customer’s performance or changes in the services or deliverables requested by customer may delay delivery of the deliverables.

Any such delay caused by customer shall not constitute a breach of any term, condition or amwaj studio’s obligations under this Agreement.





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5- Customer Responsibilities. Customer acknowledges that it shall be responsible for performing the following in a reasonable and timely manner:

- a) Coordination of any decision-making with parties other than amwaj studio
- b) Provision of customer content (all materials, information, images, text and other creative content provided by customer for use in the preparation of and/or incorporation in the deliverables) in a form suitable for reproduction or incorporation into the deliverables without further preparation, unless otherwise expressly provided in the Proposal, and
- c) final proofreading and in the event that customer has approved deliverables but errors, such as, by way of example, not limitation, typographic errors or misspellings, remain in the finished product, customer shall incur the cost of correcting such errors.

6- Amwaj studio Credit and Reference to Deliverables. As feasible and appropriate, customer shall include a credit to amwaj studio in connection with the marketing and sales of the applicable deliverables. Amwaj studio retains the right to reproduce, publish and display the deliverables in their portfolios and Web sites, and in galleries, design periodicals and other media or exhibits for the purposes of recognition of creative excellence or professional advancement.

The proposal shall set back any grant of rights to customer for use of amwaj studio's name and likeness in connection with customer's promotion of the deliverables.

7- Ownership of Intellectual Property Rights in the Deliverables. Upon full payment of all fees, costs and out-of-pocket expenses due ("Payment") ownership of intellectual property rights in the final deliverables (the final round of deliverables set back in each Proposal) shall be as follows and as more fully set back in each proposal. Without limiting any of amwaj studio's remedies in this agreement, customer shall indemnify amwaj studio for any damages or claims arising from a breach of customer's obligations set forth in this Section 7.

- a) Customer hereby grants to amwaj studio a nonexclusive, nontransferable license to use, reproduce, modify, display and publish the customer content solely in connection with amwaj studio's performance of the services and limited promotional uses of the deliverables as authorized in this Agreement.





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b) All third party materials, such as third party copyrights, trademarks and other materials such as illustrations, photographs, research and reports, etc. (“Third Party Materials”) are the exclusive property of their respective owners.

Amwaj studio shall inform customer of all third party materials that may be required to perform the services or for integration into the final deliverable, and identify to the best of its knowledge and belief any need for customer to license or otherwise obtain requisite consent for use of such third party materials (“License”).

c) Amwaj studio retains all rights in and to all preliminary works. Customer shall return all preliminary works to amwaj studio within thirty (30) days of completion of the services.

d) Amwaj studio retains all right and title in and to any original artwork contained in the final deliverable, including all rights to display or sell such artwork. Customer shall return all original artwork to amwaj studio within thirty (30) days of completion of the services.

e) All of amwaj studio tools are and shall remain the exclusive property of amwaj studio. Amwaj studio hereby grants to customer a nonexclusive, nontransferable (other than the right to sublicense such uses to customer’s Web hosting or internet service providers), perpetual, worldwide license to use the Designer Tools solely to the extent necessary with the final deliverables for the project. Customer may not directly or indirectly, in any form or manner, decompile, reverse engineer, create derivative works or otherwise disassemble or modify any of amwaj studio’s tools comprising any software or technology of amwaj studio.

f) Customer’s rights in the final art shall be set back in each proposal. “Final Art” means all creative content developed or created by amwaj studio, or commissioned by amwaj studio, exclusively for the project and incorporated into and delivered as part of the final deliverables, such as any and all visual designs, visual elements, graphic design, illustration, photography, animation, sounds, typographic treatments and text, modifications to customer content, and amwaj studio’s selection, arrangement and coordination of such elements together with customer content and/or third party materials.





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g) Customer's use of the final art shall be limited to the usage rights granted in the proposal for the applicable project only. Use of the final art, deliverables or any derivative works thereof by customer at any other time or location, or for another project or outside the scope of the rights granted in the proposal require an additional fee and amwaj studio shall be entitled to further compensation.

8- Confidential Information. Each party acknowledges that in connection with this Agreement it may receive certain confidential information and materials of the other party, including without limitation preliminary works which means all artwork including, but not limited to, concepts, sketches, visual presentations, or other alternate or preliminary designs and documents developed by amwaj studio and which may or may not be shown and or delivered to customer for consideration but do not form part of the final art (collectively "Confidential Information").

Each party, its agents and employees shall hold and maintain in strict confidence all confidential information, shall not disclose confidential information to any third party, and shall not use any confidential information except as may be necessary to perform its obligations under the proposal except as may be required by a court or governmental authority.

Notwithstanding the foregoing, confidential information shall not include any information that is in the public domain or becomes publicly known through no fault of the receiving party, or is otherwise properly received from a third party without an obligation of confidentiality.

9- Relationship Of The Parties.

a) Amwaj studio is an independent company, not an employee of customer or any company affiliated with customer. Amwaj studio shall provide the services under the general direction of customer, but amwaj studio shall determine, in amwaj studio's sole discretion, the manner and means by which the services are accomplished. This Agreement does not create a partnership or joint venture and neither party is authorized to act as agent or bind the other party except as expressly stated in this Agreement.

b) Designs and the work product or deliverables prepared by amwaj studio shall not be deemed a work for hire as that term is defined under Copyright Law. All rights, if any, granted to customer are contractual in nature and any rights not expressly granted to customer in this Agreement are reserved to amwaj studio.





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c) Amwaj studio shall be permitted to engage and/or use third party designers or other service providers as independent contractors in connection with the services (“Design Agents”), provided that amwaj studio shall remain fully responsible for such design agents’ compliance with the various terms and conditions of this Agreement.

10- No Solicitation. During the term of this Agreement, and for a period of six (6) months after expiration or termination of this Agreement, customer agrees not to solicit, recruit, engage, or otherwise employ or retain, on any design agency, designer, employee or design agent of designer, whether or not said person has been assigned to perform tasks under this Agreement. In the event customer violates this provision, customer agrees that amwaj studio shall be entitled to an agency commission to be the greater of, either (a) 25% of said person’s starting annual salary with customer, or (b) 25% of fees paid to said person if engaged by customer as an independent contractor.

11- Exclusivity. This Agreement is non-exclusive.

12- Warranties And Representations.

a) Each party represents and warrants that it has the legal authority and the capacity to perform all of its obligations here under and that performance of its obligations will not violate any applicable law or the rights of any third party.

b) Amwaj studio represents and warrants that it will perform the services in a manner consistent with professional industry standards, and that to the best of amwaj studio’s knowledge and belief, the final deliverables will not infringe upon the intellectual property or other legal rights of any third party.

c) Customer represents and warrants that

- I) Customer owns all right, title, and interest in, or otherwise has full right and authority to permit the use of the customer content.
- II) Customer content does not infringe the legal rights of any third party.
- III) Customer shall comply with the terms and conditions of any licensing agreements which govern the use of proprietary third party materials which are incorporated into the final deliverables, including without limitation stock photography or illustration.





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III) Customer shall comply with all laws and regulations as they relate to the services and deliverables and final deliverables.

d) Except for the express representations and warranties stated in this agreement, amwaj studio makes no warranties whatsoever. Amwaj studio explicitly disclaims any other warranties of any kind, either express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose or compliance with laws or government rules or regulations applicable to the project.

13- Indemnification. Each party (“Indemnitor”) agrees to indemnify and defend the other party, its officers, agents, directors and employees (collectively the “Indemnitee”) from any and all damages, liabilities and costs arising from any breach of Indemnitors obligations, representations or warranties under this Agreement. The indemnitee shall promptly notify indemnitor in writing of any claim or suit. Indemnitee will have sole control of the defense; amwaj studio will cooperate with the Indemnitor as reasonably necessary and at indemnitor’s cost. Notwithstanding the foregoing, amwaj studio shall have no obligation to defend or otherwise indemnify customer for any claim or adverse finding of fact arising out of or due to customer content, any unauthorized content, improper or illegal use, or the failure to update or maintain any deliverables provided by amwaj studio.

14- Limitation of Liability. The services and the work product of amwaj studio are provided “as is.” The maximum liability of amwaj studio, its directors, officers, employees, design agents and affiliates to customer for damages arising from any and all causes whatsoever, and customer’s maximum remedy, shall be limited to the net profit of amwaj studio. In no event shall amwaj studio be liable for any lost profits, business interruption or for any indirect, incidental, special, consequential, exemplary or punitive damages arising out of or relating to the materials or the services provided by amwaj studio, even if amwaj studio has been advised of the possibility of such damages, and notwithstanding the failure of essential purpose of any limited remedy.





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15- Term And Termination.

a) This Agreement shall commence upon the effective date and unless earlier terminated shall remain effective until the services are completed and delivered.

b) This Agreement may be terminated at any time by either party effective immediately upon written notice, or the mutual agreement of the parties, or if any party:

I) Becomes insolvent, files a petition in bankruptcy, makes an assignment for the benefit of its creditors.

II) Breaches any of its material obligations under this Agreement, which breach is not remedied within ten (10) days from receipt of written notice of such breach. In the event of termination, amwaj studio shall be compensated for the services performed through the date of termination in the amount of (a) any advance payment, (b) a prorated portion of the fees due, or (c) hourly fees for work performed by amwaj studio or amwaj studio's agents as of the date of termination, whichever is greater; and customer shall pay all expenses, fees, out of pockets together with any additional costs incurred through and up to, the date of cancellation.

c) In the event of termination by customer for good cause and upon full payment of compensation as provided herein, amwaj studio grants to customer such right and title as provided for in the applicable proposal with respect to those deliverables provided to and accepted by customer as of the date of termination.

In the event of termination without cause, upon full payment of the project fee set back in the proposal for final deliverables, amwaj studio grants to customer such right and title as provided for in the applicable proposal with respect to those deliverables provided to and accepted by customer as of the date of termination

d) Upon expiration or termination of this Agreement:

I) Each party shall return or, at the disclosing party's request, destroy the confidential Information of the other party, and

II) Other than as provided herein, all rights and obligations of each party under this Agreement, exclusive of the services, shall continue to be binding on both of the parties.





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16- General.

a) The parties may only modify this Agreement in writing signed by both of the parties, except that amwaj studio's invoices may include, and customer shall pay, expenses or costs that customer authorizes by electronic mail in cases of extreme time sensitivity. Failure by either party to enforce any right or seek to remedy any breach under this Agreement shall not be construed as a waiver of such rights nor shall a waiver by either party of default in one or more instances be construed as constituting a continuing waiver or as a waiver of any other breach.

b) All notices to be given here under shall be transmitted in writing by mail or electronic mail with return confirmation of receipt by certified or registered mail, return receipt requested, and shall be sent to the to the addresses identified below, unless notification of change of address is given in writing. Notice shall be effective upon receipt or in the case of fax or e-mail, upon confirmation of receipt.

c) Neither party may assign its rights or obligations under this Agreement.

d) Amwaj studio shall not be deemed in breach of this Agreement if amwaj studio is unable to complete the services or any portion thereof by reason of fire, earthquake, labor dispute, terrorist attack, death, illness or incapacity of amwaj studio or any local, state, federal, national or international law, governmental order or regulation or any other event beyond amwaj studio's control (collectively, "Unforeseen Event"). Upon occurrence of any unforeseen event, amwaj studio shall give notice to customer of its inability to perform or of delay in completing the services and shall propose revisions to the schedule for completion of the services.

e) Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect and the invalid or unenforceable provision shall be replaced by a valid or enforceable provision.





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f) This Agreement comprises the entire understanding of the parties here to on the subject matter herein contained, and supersedes all prior and contemporaneous agreements, between the parties relating to the subject matter of this Agreement. This Agreement is comprised of these terms and conditions and executed proposals.

AGREED TO AND ACCEPTED BY

amwaj studio

Muhammad Alaa,
General Manager & Founder

Signed: _____

Date: _____

Customer

Company name

Person name,
position

Signed: _____

Date: _____



Thank you



stand out from competition

