

PRODUCT DESIGN AND DEVELOPMENT AGREEMENT

Location: _____ Date: _____

Parties Information:

Client Name: _____

Client Address: _____

Contact Info: _____

Designer Information:

Designer Name: _____

Designer Address: _____

Contact Info: _____

Project Description:

Designer agrees to provide product design and development services as detailed in the attached specifications and project scope, incorporated herein by reference.

Compensation and Payment Terms:

Total Fee: _____ USD

Payment Schedule: _____

Ownership of Work Product:

All designs, drawings, and materials created by Designer under this Agreement shall be considered "Work Product" and shall be the sole and exclusive property of the Client upon full payment of fees. Designer retains no rights to use the Work Product except as may be expressly authorized in writing by the Client.

Confidentiality:

Both Parties agree to maintain the confidentiality of proprietary information shared during the course of this Agreement and not to disclose such information to any third party without prior written consent, except as required by law.

Warranties and Representations:

Designer warrants that the services will be performed in a professional and workmanlike manner consistent with industry standards. Except as expressly stated herein, Designer makes no other warranties, express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose.

Indemnification:

Each Party agrees to indemnify and hold harmless the other Party from and against any claims, damages, liabilities, and expenses arising out of the indemnifying Party's gross negligence or willful misconduct in connection with this

Agreement.

Term and Termination:

This Agreement shall commence upon execution by both Parties and continue until completion of the services unless earlier terminated by either Party upon written notice. Upon termination, Client shall pay Designer for all services rendered up to the effective date of termination.

Limitation of Liability:

Neither Party shall be liable to the other for any consequential, incidental, indirect, punitive, or special damages arising out of this Agreement, whether in contract, tort, or otherwise, even if advised of the possibility of such damages.

Independent Contractor:

Designer is an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture, or employer-employee relationship between the Parties.

Governing Law and Dispute Resolution:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____ without regard to conflict of law principles. The Parties agree to resolve any disputes arising under this Agreement through binding arbitration in _____ County, _____, in accordance with the rules of a recognized arbitration association.

Force Majeure:

Neither Party shall be liable for any failure or delay in performance caused by circumstances beyond their reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, labor disputes, or governmental actions.

Amendments:

Any amendments or modifications to this Agreement must be made in writing and signed by authorized representatives of both Parties.

Entire Agreement:

This Agreement, including all attachments and exhibits, constitutes the entire agreement between the Parties concerning the subject matter herein and supersedes all prior agreements, understandings, and communications, whether oral or written.

Severability:

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall

continue in full force and effect.

Notices:

All notices required or permitted under this Agreement shall be in writing and deemed delivered when delivered in person, sent by certified mail return receipt requested, nationally recognized overnight courier, or by electronic means confirmed by sender.

Counterparts and Signatures:

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together constitute one and the same instrument. Signatures transmitted electronically or by PDF shall be deemed valid and binding.

CLIENT SIGNATURE

DESIGNER SIGNATURE

Signature: _____

Signature: _____

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