

(letterhead)

(Date)

Ms Sarah Createur
Bauhausian LLC
88 Originale Place
Some City, XX, 12345

Dear Sarah:

Thanks for your estimate on providing ____ (service) ____ on ____ (project) ____
for ____ (client) ____ . I've signed off on it, and am looking forward to starting around
____ date ____ .

As I mentioned in our discussions, because of the effort I put into developing my client relationships, I require all those working with them on my behalf to abide by the conditions below. If you agree, please sign, date, and return this as soon as possible.

(Signed)
Principal

•**Ownership.** You agree that the work you produce shall be defined as work-for-hire and that you will relinquish all ownership rights upon satisfactory payment for your services. Any ideas, concepts, and materials, discussed or shown, that do not become an integral part of what you produce ("preliminary work") shall remain your property.

•**Originality and accuracy.** You warrant that the work you deliver will be your original creation, has not been used or presented to other clients previously, and will make every reasonable, best faith effort to ensure its accuracy and uniqueness.

•**Conflicts.** You warrant that you are not currently engaged in work that is directly similar to the aforementioned project, or organizations that are directly competitive. Further, that you will not be so engaged during the life of this project.

•**Noncompete.** You agree not to solicit, engage, or work independently for the above named organization or any of their employees for a period of six months from the date of this agreement.

Agreed to on this date _____

Subcontracting Agreement

(date)

This will constitute an agreement between _____ (hereafter referred to as “design firm”) located at _____ and _____ (hereafter referred to as “subcontractor”) located at _____ regarding the production of _____ (hereafter referred to as “deliverables”), and specified in subcontractor’s proposal of _____, for the design firm’s client _____.

•**Nondisclosure.** Subcontractor agrees to receive, hold, and maintain in secrecy and keep confidential all information regarding production of these deliverables and its relationship with design firm. The subcontractor shall not, directly or indirectly, use, copy, or disseminate the deliverables to other than the design firm except as is normal for sampling and record keeping. This obligation of the subcontractor shall survive any expiration, termination, or cancellation of this agreement, and shall remain in full force and effect.

•**Noncompete.** Subcontractor agrees not to solicit, engage, or work for the client of the design firm for whom the deliverables are prepared for a period of six months from the date of this agreement.

•**Originality and accuracy.** Subcontractor agrees to undertake due diligence and make every reasonable, best faith effort to ensure the accuracy and originality of the deliverables.

•**No solicitation.** Subcontractor agrees not to solicit, engage, or employ any employee of design firm for a period of six months from the date of this agreement.

•**Ownership.** Subcontractor agrees that the production of deliverables shall be defined as work-for-hire, and that all ownership rights thereof shall become the property of the design firm or its assigns upon satisfactory payment for services rendered.

•**Conflicts.** Subcontractor warrants that they are not currently engaged in work that is directly similar to the aforementioned project, or organizations that are directly competitive to the design firm’s client. Further, that they will not be so engaged during the life of this project.

•**Return of materials.** Subcontractor agrees to return any and all materials provided for use in the production of the deliverables and not to directly or indirectly, use, copy, or disseminate these materials except as is normal in the production of the deliverables.

In witness whereof, the parties hereto have signed this agreement as of the date first set forth above.

(Design firm)

(Subcontractor)