

CONTRACT KILLER 3 (FILLABLE) - WEB DEVELOPMENT

Date: _____

Between _____ and _____

Summary:

We'll always do our best to fulfil your needs and meet your expectations, but it's important to have things written down so that we both know what's what, who should do what and when, and what will happen if something goes wrong. In this contract you won't find any complicated legal terms or long passages of unreadable text. We've no desire to trick you into signing something that you might later regret. What we do want is what's best for both parties, now and in the future.

So in short;

You (_____), located at _____ are hiring us
(_____) located at _____ to _____ for the
estimated total price of _____ as outlined in our previous correspondence. Of
course it's a little more complicated, but we'll get to that.

What do both parties agree to do?

You: You have the authority to enter into this contract on behalf of yourself, your company or your organisation. You'll give us everything we need to complete the project as and when and in the format we need it. You'll review our work, provide feedback and approval in a timely manner too. Deadlines work two ways, so you'll also be bound by dates we set together. You also agree to stick to the payment schedule set out at the end of this contract.

Us: We have the experience and ability to do everything we've agreed with you and we'll do it all in a professional and timely manner. We'll endeavour to meet every deadline that's set and on top of that we'll maintain the confidentiality of everything you give us.

Getting down to the nitty gritty

Development

We develop websites with flexible layouts that adapt to the capabilities of many devices and screen sizes. We work iteratively and use our design background to help us assess design needs that can not be accounted for in static designs on the fly, while building your website. We will communicate these decisions to you as they surface, seeking agreement from you and the original designers whenever possible.

Content

We will provide sample content during the development process, and coach you on content entry, but are not responsible for creating or inputting any final text copy, images, or other assets & content. If you'd like us to write new content or input existing content for you, we can provide a separate estimate for that.

Once we've completed the content model, we will provide you with a set of guidelines for creating new content, e.g. image sizes, text formatting, how to categorize entries, etc... which will include a one-time hands on walkthrough of the CMS if desired.

Assets

Graphic files such as logos should be supplied in an editable, vector digital format by yourself or the original designers. Scalable Vector Graphics (**SVG**) file format is preferred.

You should supply photographs in a high resolution digital format. Consider that retina displays require twice the resolution of standard images.

HTML, CSS and Javascript

We deliver templates developed from standard and modern HTML markup, CSS stylesheets for styling, and unobtrusive Javascript for feature detection, poly-fills, and functional behaviours.

Browser testing

Browser testing no longer means attempting to make a website look the same in browsers of different capabilities or on devices with different size screens. It does mean ensuring that a person's experience of a design should be appropriate to the capabilities of a browser or device. We employ graceful degradation and progressive enhancement best practices in all of our work to ensure the best experience across all supported browsers and devices.

Desktop browser testing

We test our work in current versions of major desktop browsers including those made by Apple (Safari), Google (Chrome), Microsoft (Internet Explorer 9 and above), and Mozilla Firefox. We won't test in other unmentioned, or older browsers unless you specify otherwise. If you need an enhanced design for an older browser, we can provide a separate estimate for that.

Please note: Most fancy transition and animation effects do not work properly in Internet Explorer below version 10, and therefore some interactions will have to be simplified for this browser. Fancy transition effects can sometimes be replicated in older browsers but it is often very time consuming with diminishing returns due to the very low number people still using these browsers. If you still feel that this will have a significant negative impact your business or target audience and you would like us to build polyfills for animations and transitions, we can assess those needs and provide a separate estimate for the additional work.

Mobile browser testing

Testing popular small-screen devices is essential in ensuring that a person's experience of a design is appropriate to the capabilities of the device they're using. We test our work in:

iOS: Safari, Google Chrome

Android 4+: Google Chrome

We currently don't test any Blackberry OS, Opera browsers, Symbian or other mobile device browsers. If you need us to test any of these, we can provide a separate estimate for that.

Technical support

We're not a website hosting company so we don't offer support for website hosting, email or other services relating to hosting beyond what has been included in the project proposal.

If hosting or deployment plans were not included in the original proposal:

You may already have professional hosting and you might even manage that hosting in-house; if you do, great. If you don't, we can set up an account for you at one of our preferred hosting providers. We can set up your site on a server, plus any statistics software such as Google Analytics and we can provide a separate estimate for that. Then, the updates to, and management of that server will be up to you.

Changes and revisions

We know from experience that fixed-price contracts are rarely beneficial to you, as they often limit you to your earliest ideas. We don't want to limit your ability to change your mind. The price at the beginning of this contract is based on the length of time we estimate we'll need to accomplish everything you've told us you want to achieve, but we're happy to be flexible. If you want to change your mind or add anything new, that won't be a problem as we'll provide a separate estimate for that.

Additional costs

We are not responsible for covering any additional costs that may surface as a result of running or maintaining your website. This could include things like purchasing web fonts, custom hosting of web fonts, domain name registry or services, additional server or hosting costs due to high traffic to your website, etc...

We will do our best to make sure that you are well educated in what these costs could be in relation to your specific project.

Legal stuff

We can't guarantee that our work will be error-free and so we can't be liable to you or any third-party for damages, including lost profits, lost savings or other incidental, consequential or

special damages, even if you've advised us of them. Finally, if any provision of this contract shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this contract and shall not affect the validity and enforceability of any remaining provisions.

Phew.

Copyrights

First, you guarantee that all elements of text, images or other artwork you provide are either owned by your good selves, or that you've permission to use them.

Then, when your final payment has cleared, copyright will be automatically assigned as follows:

You'll own the visual elements that we create for this project. We'll give you source files and finished files and you should keep them somewhere safe as we're not required to keep a copy. You own all elements of text, images and data you provided, unless someone else owns them.

We'll own the unique combination of these elements that constitutes a completed product and we'll license that to you, exclusively and in perpetuity for this project only, unless we agree otherwise. We can provide a separate estimate for that.

We love to show off our work and share what we've learned with other people, so we reserve the right, with your permission, to display and link to your project as part of our portfolio and to write about it on websites, in magazine articles and in books.

Payments

We're sure you understand how important it is as a small business that you pay the invoices that we send you promptly. As we're also sure you'll want to stay friends, you agree to stick tight to the following payment schedule.

But where's all the horrible small print?

Just like a parking ticket, you can't transfer this contract to anyone else without our permission. This contract stays in place and need not be renewed. If for some reason one part of this contract becomes invalid or unenforceable, the remaining parts of it remain in place.

Although the language is simple, the intentions are serious and this contract is a legal document under exclusive jurisdiction of _____ courts.

The dotted line

Signed by and on behalf of _____ Signed by and on behalf of _____
_____ Date _____

Everyone should sign above and keep a copy for their records.

