

CONTRACT FOR WEB DEVELOPMENT - TEMPLATE

Date: 2/5/2014

Contract between *St.Joe Web* and *Client*.

Summary:

We'll always do our best to fulfill 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 (Client), located at 12789 Country Pl Dr, St Joseph, MO 64505 are hiring us (St.Joe Web) located at 518 Felix St. Saint Joseph, MO 64506 to design and develop a web site for the estimated total price of \$0.00. 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 organization. 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 endeavor to meet every deadline that's set and on top of that we'll maintain the confidentiality of everything you give us.

Scope:

The scope of this project includes modifying the previously created mobile-friendly theme for rjpromotions.com to be used for coloradospringseventcenter.com. This modification will include the following:

- Cleanup of compromised GoDaddy server and Joomla files remaining from previous website.
- A change to the banner image functionality to allow for custom banners that link out to specific "off site" event pages and websites.
- The addition of an event calendar on the home page with similar functionality to the banner images (Event dates and a click-through to details that exist off site).

- A change to the design to reflect the Colorado Springs Event Center branding as well as the inclusion of Colorado mountains in the background of the page.
- Setting a forwarding link from eventcenteratrustichills.com to coloradospringseventcenter.com
- A contact page to allow inquiries from potential event attendees / hosts as well as a Google Map and location / contact details.
- An About page which provides details about the CSEC (content to be supplied and not created by St.Joe Web).
- Social Links which point out to CSEC Facebook and Twitter pages.
- Advertising section to display sponsors of the CSEC on the home page.

Estimated time of development work: 0 Hours

Cost of this estimated time: \$0.00

Timeline:

Progress Milestone #1 - Intake and Cleanup

Us: We will begin cleanup of Joomla files and compromised server files as well as install Wordpress to be used for coloradospringseventcenter.com

You: You will provide any necessary content, images, logos for the items listed in the scope above.

Milestone: 2 weeks after signing

Progress Milestone #2 - Test Site Launch

Us: We will begin modification of the WordPress theme and launch a test site on the current domain coloradospringseventcenter.com

You: You will provide regular and detailed feedback on test site progress.

Milestone: 2 weeks after Intake and Cleanup

Progress Milestone #3 - Production Site Launch

Us: We will fix any bugs/issues related to Test Site.

You: You will provide regular and detailed feedback on test site progress.

Milestone: 2 weeks after Test Site Launch

The Details

Design

We create look-and-feel designs, and flexible layouts that adapt to the capabilities of many devices and screen sizes. We create designs iteratively and use predominantly HTML and CSS so we won't

waste time mocking up every template as a static visual. We may use static visuals to indicate a look-and-feel direction (color, texture and typography.) We call that 'Iterative Design'.

You'll have two or more weekly opportunities to review our work and provide feedback. If, at any stage, you're not happy with the direction our work is taking, you'll pay us in full for everything we've produced until that point and cancel this contract.

Text Content

We're not responsible for writing any text copy. We will input copy that has been delivered to us, however, if you'd like us to write new content or input text for you, we can provide a separate estimate for that.

Photographs

You should supply graphic files in an editable, vector digital format. You should supply photographs in a high resolution digital format. If you choose to buy stock photographs, we can suggest stock libraries. If you'd like us to search for photographs for you, we can provide a separate estimate for that.

HTML, CSS and JavaScript

We deliver templates developed from HTML5 markup, CSS2.1 + 3 stylesheets for styling and unobtrusive Javascript for feature detection, poly-fills and behaviors.

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.

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) and Mozilla (Firefox). We'll also test to ensure Microsoft Internet Explorer 8 for Windows users get an appropriate, possibly different, experience. If you need an enhanced design for an older browser, we can provide a separate estimate for that.

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 and Google Chrome

Android 4.1: Google Chrome and Firefox

We currently don't test Blackberry OS or Blackberry QNX, Opera Mobile, Symbian or other

mobile browsers. If you need us to test using these, we can provide a separate estimate for that.

Technical support

At St.Joe Web we maintain our own Virtual Private Cloud servers. These servers are secure and fast and we know them front to back. We prefer that our clients host in our environment for multiple reasons (such as security, ease of maintenance, performance, etc). Our servers are not set up for email or FTP access. If these are requirements of yours, then we can provide a separate estimate for setting that up.

If you choose to not use our hosting environment, 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.

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.

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 complete design and we'll license that 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.

Invoices will be sent out through email at the end of every month for Progress Milestones reached (refer to the above Timeline section for details on these Milestones). The Progress Milestones will be invoiced for approximately 1/3 of total project estimate. In this case, that will be roughly 560.00 per milestone reached.

But where's all the horrible small print?

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 Missouri courts.

The Dotted Line...

Signed by and on behalf of St.Joe Web

Signed by and on behalf of Client

Date 2/5/2014

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

