

MCMILLAN FREELANCE WEB DEVELOPMENT CONTRACT

Date: _____

Between McMillan Freelance and _____

Project Summary:

Contract Summary:

I always do my 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. I have no desire to trick you into signing something that you might later regret. What I do want is what's best for both parties, now and in the future.

So in short;

You _____ located at _____ are hiring McMillan Freelance located at 25 Caldwell Dr., P.O. Box 595, Iroquois, Ontario, K0E 1K0, to design & develop a web site for the total price of _____ plus tax as outlined in our previous correspondence and in accordance with the project summary.

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 me everything I need to complete the project as and when and in the format I need it. You'll review my 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.

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

Design

I will create static mockup designs for each major page. You understand that these visual mockups may not appear exactly the same in all browsers and operating systems, including colour, text rendering and pixel accuracy.

You'll have the opportunity to review my work and provide feedback. If, at any stage, you're not

happy with the direction my work is taking, you'll pay me in full for everything I've produced until that point and cancel this contract.

Text content

I'm not responsible for writing any text copy. If you'd like me to facilitate new copy for you, I can provide a separate estimate for that.

Photographs/Graphics

You should supply any graphic files in the highest quality whenever possible. If you choose to buy stock photographs, I can suggest stock libraries. If you'd like me to search for photographs for you, I can provide a separate estimate for that.

Development

I will adhere to common standards and best practices while development your site using the latest technologies in HTML5 and CSS3.

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

I test my 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. If you need an enhanced design for an older browser (Internet Explorer 8 and below), I 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. I test my work in:

iOS: Safari

Android: Chrome Browser

I currently don't test Blackberry OS or Blackberry QNX, Opera Mobile, Symbian or other mobile browsers. If you need me to test using these, I can provide a separate estimate for that.

Technical support

I'm not a website hosting company but I can provide limited support with website hosting, email or other services relating to hosting. You may already have professional hosting and you might

even manage that hosting in-house; if you do, great. If you don't, I can advise my preferred hosting provider. I will setup your site on your hosting account. Then, the updates to, and management of that server will be up to you or you can continue working with me, however that will be an additional cost.

Project Changes

The price at the beginning of this contract is based on the length of time I estimate I'll need to accomplish everything you've told me you want to achieve, but I'm happy to be flexible. If you want to change your mind or add anything new, that won't be a problem as I'll provide a separate estimate for that.

Legal stuff

I can't guarantee that my work will be error-free and so I 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 me 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 you, 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 any visual elements that I create for this project. I'll give you source files and finished files and you should keep them somewhere safe as I'm not required to keep a copy. You own all elements of text, images and data you provided, unless someone else owns them.

You'll own the unique combination of these elements that constitutes a complete design exclusively and in perpetuity for this project only. You may not resell this work.

I love to show off my work and share what I've learned with other people, so I reserve the right to display and link to your project as part of my portfolio and to write about it on websites, in magazine articles and in books, unless you specify otherwise.

Payments

I'm sure you understand how important it is as a small business that you pay the invoices that I send you promptly. You agree to adhere to the following payment schedule.

The small print?

You can't transfer this contract to anyone else without my 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 Canadian courts.

