

STRAIGHTFORWARD WEB REDESIGN & DEVELOPMENT CONTRACT

Date: _____

Between _____ at _____ and _____ at _____.

Summary

The vast majority of design projects run smoothly, without any problems. However, from time to time, something does come up, and it's important that we both have an understanding of how best to deal with it. This contract is designed to ensure that we're both protected from any unexpected circumstances. It also lays out the basic groundwork for how the project will progress, and what's expected of us both. In the interests of saving a lot of headaches, this document contains the strict minimum of legal jargon required to still be legally enforceable.

So in short;

You, _____, located at _____, are hiring me, _____, located at _____, to _____ for the estimated total price of _____ as outlined in our previous correspondence.

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 agree to provide me with everything that I need to complete the project including text, images and other information as and when I need it, and in the format that I ask for. You'll review my work and provide feedback and approval in a timely manner. Deadlines work two ways, so you'll also be bound by any 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 perform the services you need from me and I will carry them out in a professional and timely manner. Along the way I will endeavour to meet all the deadlines set but I can't be responsible for a missed launch date or a deadline if you have been late in supplying materials or have not approved or signed off my work on-time at any stage. On top of this I will also maintain the confidentiality of any information that you give me.

Getting down to the nitty gritty

Design

I create look-and-feel designs, and flexible layouts that adapt to the capabilities of many devices and screen sizes. This contract allows for two to four initial mockups, developed to one main design, plus the opportunity for you to make up to five rounds of revisions. If, at any stage, you're not happy with the direction the 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 or editing any text copy unless specified in the original estimate. The current ability to make payments through the website will remain intact. If you'd like me to write new content or edit text for you, I 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, I can suggest stock libraries.

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.

I test my work in current versions of major desktop browsers including those made by Apple (Safari), Google (Chrome), Microsoft (Internet Explorer), and Mozilla Firefox, as well as on iOS. I will also test to ensure that pages will display visually in a similar, albeit not necessarily an identical way, in Internet Explorer 8. I will not test these templates in old, abandoned, or obscure browsers unless otherwise specified.

If you need an enhanced design for an older browser or specific platform, I can provide a separate estimate for that.

Technical support

I don't offer support for 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 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. Then, the updates to, and management of that server will be up to you.

Changes and revisions

This contract is fixed-price, however, sometimes things change throughout the scope of a project. I don't want to limit your ability to change your mind. If you want to change your mind or add anything new, that won't be a problem. Any additional fees will be confirmed in writing prior to doing the work.

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, graphics, photos, designs, trademarks, 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 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.

I'll own the unique combination of these elements that constitutes a complete design and I'll license that you, exclusively and in perpetuity for this project only, unless we agree otherwise. This basically just means that you can't take the design I made for you and sell it to Nike, but otherwise won't impact you.

I love to show off my work and share what I've learned with other people, so I reserve the right, with your permission, 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.

Payments

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

50% of total estimated pre-tax fee upon agreement of initial design: \$

Remainder of fee payable not more than 30 days after receipt of finished product and invoice: \$ _____

Interest accrued if payment is more than 30 days late is 5% of outstanding amount to be added every 7 days, starting from 31st day after receipt of finished product.

But where's all the horrible small print?

Just like a parking ticket, 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.

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.

