DEVELOPER CONTRACT

Date: [date]

Between me [company name] and you [customer name]

Summary

I try my best to fulfill your needs and meet your expectations, but it's useful to have things written down so we both know what's what, who should do what and when, and what happens if something goes wrong.

This contract intentionally avoids legalese, long passages, or unreadable text, because we both want what's best for both parties without tricks, pitfalls, loopholes, or drama.

So, in short:

You ([customer name]), located at [customer address]. are hiring me ([company name]), located at [company address], to [design and develop a web site] for the estimated total price of [total] 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 will make sure I have everything I need to complete the project as and when and in the format I need. You will review my work, provide feedback and approval in a timely manner. Deadlines work two ways, so you will also be bound by dates we agree to. 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 have agreed and I will do it all in a professional and timely manner. I will endeavor to meet every deadline that is set and I will maintain the confidentiality of everything you give me.

The Nitty Gritty

Design and Development

I create look-and-feel designs with flexible layouts that adapt to as many devices and screen sizes as I am able. When possible, I create mobile-first responsive designs, which help prolong the life of your project to accommodate the changing landscape of the web. I design and develop iteratively and in-the-browser. The web is fluid, and the techniques to build for that web are fluid, so I won't waste time mocking-up every single template as a static visual. I may use static visuals to indicate a look-and-feel direction (color, texture, and typography) called a "design atmosphere".

You will have two or more weekly opportunities to review my work and provide feedback. Additionally, I will provide view-access to my project manager because you are very much a part of this project, and you should feel free to look-in as you like. If, at any stage, you are not happy with the direction my work is taking, you will pay me in full for everything produced until that point and cancel this contract.

Text content

I am not responsible for writing or inputting text copy. If content is not available, where needed I may use "lorem ipsum" dummy text to make sure that a design works. I should mention that I, once, was an English major, so if you would like me to write new content I can provide a new estimate.

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.

HTML, CSS, and Javascript

I 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

I test my work in the latest two versions of major desktop browsers including those made by Apple (Safari), Google (Chrome), Microsoft (Internet Explorer), Mozilla Firefox, and Opera. I will implement a single column design for Internet Explorer 8 and below for Windows and I won't test in other older browsers unless you specify otherwise. If you need an enhanced design for an older browser, 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, Google Chrome, and Opera Mini
- Android 4.1+: Google Chrome, Firefox and Opera Mini
- Android 3.2: Browser, Firefox and Opera Mini

Because of lack of marketshare, 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 am not a website hosting company so 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 not, I can set up an account for you at one of my preferred hosting providers. I can set up your site on a server, plus any statistics software such as Google Analytics, and I can provide a separate estimate for that. Then, the updates to, and management of that server will be up to you.

Changes and revisions

I don't want to limit your ability to change your mind, change-up the layout, or maybe after a bout of inspiration choose to go for an entirely new look and feel. Before I even start writing code, I put a lot of effort in the early process of making sure you and I are on the same page, that I understand your company, what the site should communicate, and how the design will help your company meet its goals. The price at the beginning of this contract is based on the length of time I need to accomplish everything you have told me you want to achieve, but sometimes as you watch a project come to life you find new inspiration. I am happy to be flexible to that.

Part of this back-and-forth allows for changes here and there - a change to a color, swap-in a different graphic, and so on. I reserve the right, however, to determine that a particular change or revision is substantial enough to warrant a separate estimate.

Legal stuff

I can't guarantee that my work will be error-free, 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 have 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.

Whew.

Copyrights

First, you guarantee that all elements of text, images or other artwork you provide are either owned by you or that you have permission to use them.

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

You will own the visual elements that I create for this project. I will give you source files and finished files and you should keep them somewhere safe as I am not required to keep a copy. You

own all elements of text, images, and data you provided, unless someone else owns them.

I own the unique combination of these elements that constitutes a complete design and I will license that to you, exclusively and in perpetuity for this project only, unless we agree otherwise. I can provide a separate estimate for that.

I love to show off my work and share what I have learned with others, so I reserve the right, with your permission, to display and link to your project as part of my portfolio and to write about my part in the project on websites, in magazines, articles, and in books.

Payments

You understand how important it for a small business that you pay the invoices that I send you promptly. As I am also sure you will want to stay friends, you agree to stick tight to the following payment schedule.

[Payment schedule]

Wait, 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 [company name] Signed by and on behalf of [customer name] Date [date]

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