

WEB DESIGN & PROGRAMMING CONTRACT

Between _____ at _____ and
_____ at _____

Summary & Ethics

We will always do our best to fulfil your needs and meet your goals, but sometimes it is best to have a few simple things written down so that we both know what to expect from one another.

In this contract you won't find complicated legal terms or large passages of unreadable text. We prefer to remain very transparent about what we do and how we do it. We are proud of our work ethic and have respect for other businesses and individuals like us, who are trying to do something important to them. We also want what's best for the safety of both parties, now and in the future.

In short

You, _____ (of _____) are hiring
_____ located at _____ to design and develop a web site for
the estimated total price of \$_____ outlined in our previous correspondence.
The agreed payment plan is at the end of the document.

What do both parties agree to do?

As our customer, you have the power and ability to enter into this contract on behalf of your company or organization. You agree to provide us with everything that we need to complete the project including required text, images and other information as and when we need it, and in the format that we ask for. You agree to review our work, provide feedback and sign-off approval in a timely manner too. Deadlines work two ways and you will also be bound by any dates that we set together. You also agree to stick to the payment schedule set out at the end of this contract.

We have the experience and ability to perform the services you need from us and we will carry them out in a professional and timely manner. Along the way we will endeavour to meet all the deadlines set but we 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 our work on-time at any stage. On top of this we will also maintain the confidentiality of any information that you give us.

Details of the Works

We will create designs for the look-and-feel, layout and functionality of your web site. This

contract includes one main design plus the opportunity for you to make up to two rounds of revisions. If you're not happy with the designs at this stage, you will pay us in full for all of the work that we have produced until that point and you may either cancel this contract or continue to commission us to make further design revisions at the daily rate (\$_____/day) set out in our original estimate.

HTML/CSS layout templates

If the project includes XHTML or HTML markup and CSS templates, we will develop these using valid HTML5 markup and CSS3 for styling. We will test all our markup and CSS in current versions of all major browsers including those made by Mozilla (Firefox), Apple (Safari), Google (Chrome), and Microsoft (Internet Explorer). We will also test to ensure that pages will display visually in a similar, albeit not necessarily an identical way, in Microsoft Internet Explorer 8 for Windows as this browser does not support all current web standards.

We will not test these templates in old or abandoned browsers, for example Microsoft Internet Explorer 5, 5.5, 6, or 7 for Windows or Mac, previous versions of Apple's Safari, Mozilla Firefox or Chrome unless otherwise specified. If you need to show the same or similar visual design to visitors using these older browsers, we will charge you at the daily rate (\$_____/day) set out in our original estimate for any necessary additional code and its testing.

Text content

We are not responsible for writing or inputting any text copy unless we specified it in the original estimate. We'll be happy to help though, and if search engine rankings are important to you, we encourage you to have us help. In addition to the estimate we will charge you at our hourly rate (\$_____/hr), including a free initial consultation for copy writing, search engine optimization, or content input.

Photographs

_____ offers both studio and on-site photography and videography. However, _____ will be responsible for supplying us with images in digital format if photo services are not part of the project. If you choose to buy stock photographs we can suggest vendors of stock photography. Any time we spend searching for photographs will be charged at \$_____/hr, after a free initial consultation to determine if this is the best route to take.

Changes and revisions

We know from plenty of experience that fixed-price contracts are rarely beneficial to you, as they often limit you to your first idea about how something should look, or how it might work. Once the designs start coming to life, it often sparks new ideas that should be considered for the betterment of the website. We don't want to limit either your options or your opportunities to change your mind.

The estimated costs are based on the number of days that we estimate we'll need to accomplish

everything that you have told us you want to achieve. If you do want to change your mind, add extra pages or templates or even add new functionality, that won't be a problem. You will be charged the daily rate (\$_____/day) set out in the estimate we gave you. Along the way we might ask you to put requests in writing so we can keep track of changes.

Technical support

If you don't manage your own web site hosting, we can host it for on our 3rd party Virtual Private Servers to keep your site live and secure at a rate of \$_____/month. By hosting your site, we can better assist you with technical support for web site hosting, email or other services relating to web site hosting. If we do not host your site, we will be happy to try to assist you to the best of our capabilities, but won't be able to ensure the same level of service or security.

Please note that technical assistance will be charged at the hourly rate (\$_____/hr) on top of the monthly hosting fee.

Legalities

Because of the continuously changing nature of the web industry and the internet as a whole, we can't guarantee that the functions contained in any web page templates or in a completed web site will always remain error-free. Therefore, 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 arising out of the operation of or inability to operate this web site and any other web pages, even if you have advised us of the possibilities of such damages.

If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

Copyrights

You guarantee to us that any elements of text, graphics, photos, designs, trademarks, or other artwork that you provide us for inclusion in the web site are either owned by you, or that you have permission to use them.

When we receive your final payment, copyright is automatically assigned as follows:

You own the graphics and other visual elements that we create for you for this project. We will give you a copy of all the web files and you should store them really safely as we are not required to keep them or provide any native source files that we used in making them.

You also own text content, photographs and other data you provided, unless someone else owns

them. We own the source files, HTML markup, CSS and other code and we license it to you for use on only this project.

We love to show off our work and share what we have learned with other people, so we also reserve the right to display and link to your completed project as part of our portfolio and to write about the project on web sites, in magazine articles and in books about web design.

Payments

We are 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, which will be as follows, but may be revised based on further conversations between us.

50% of total estimated fee upon agreement of initial design: \$_____

Remainder of fee payable not more than 14 days after receipt of finished product: \$_____

Interest accrued if payment is more than 14 days late is 5% of outstanding amount to be added every 7 days, starting from 15th day after receipt of finished product.

But where is all the horrible small print?

Just like a parking ticket, you cannot 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 American courts.

Everyone should sign this document and keep a copy for their own records.

