Agreement for Web Development

Between me: Jeremy Smith ("I", "me" or "developer" in this document)

And you: Jevin Maltais ("you" or "client" in this document)

Introduction

I will always do my 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 is what, who should do what and what happens if things go wrong. In this contract you won't find complicated legal terms or large passages of unreadable text. I have no desire to trick you into signing something that you might later regret. I do want what's best for the safety of both parties, now and in the future.

Project Summary

You, the client, are hiring me, Jeremy Smith , to develop a web application 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 my client, you agree:

- You have the power to enter into this contract on behalf of your company or organization.
- Coordination of any decision-making with parties other than me
- To provide me with everything I need to complete the project including text, account credentials, images and other information as and when I need it, and in the format that I ask for.
- To review my work, provide feedback and sign-off within agreed timescales.
- To be bound by any dates that we set together for deadlines.
- To stick to the payment schedule described at the end of this contract.

As the developer, I agree:

- I have the experience and ability to perform the services you need from me.
- I will carry this service out in a professional and timely manner.
- I will respect the confidentiality of any information you give me.
- 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.

Source: https://www.docracy.com/0kpa5hfcobb/freelance-developer-contract

Details of the works

I will provide suggestions for designs or templates for the look-and-feel, layout and functionality of your web site. I will provide any design support necessary to complete the design of the site, fully develop the site, and implement a custom back end so that you can continue to maintain the site on your own in the future.

HTML/CSS layout templates

I 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 Opera unless otherwise specified. If you need to show the same or similar visual design to visitors using these older browsers, we will have to re-negotiate an increased rate, as developing for these older browsers in costly and time-consuming.

Content input

I am not responsible for writing or inputting any content. That includes but is not limited to: products, page content, categories, attributes, and product tags. I'll be happy to help, though, and in addition to the estimate I will charge you at per hour, including a free initial consultation, for content input. This particular contract comes with a decent amount of free content input, but I expect most of the copy to be provided by you, as you know the nature of your business and message better than I do.

Workflow and design

If you have already engaged the services of a graphic designer who has produced mockups of the design of your website, I will work from these and endeavor to produce a website resembling them as closely as possible. Note that it might not be possible to produce pixel-perfect interpretations of them across all browsers and under all circumstances due to technical limitations beyond my control. I will need your mockups in PSD format with their original layers intact so that I can take whatever assets I need from them directly.

Changes and revisions

Changes and revisions can be submitted by the client upon review of each milestone, and finally upon review of the last milestone which will include a project-wide review. If further work is needed after completion of the last milestone, work can be acquired at a cost of $70 USD/hour depending on availability.

As each milestone is being worked on, changes and revisions should be communicated quickly and directly so that fixes are happening on an ongoing basis. When development has completed on a milestone, feedback from the client cannot take more than 3 business days or the milestone is considered to be satisfactorily complete.

Cancelling this contract

If you wish to cancel this agreement, I will retain your down payment and you may be required to make an additional payment to cover the work I've done on a given milestone.

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This 'kill fee' (not as dangerous as it sounds) will be based on the percentage of the milestone completed.

Legal stuff

I will take the utmost care and attention to ensure that my code is error-free and adequately

future-proofed, but due to the rapidly-evolving nature of web standards, browsers and

programming languages it is not possible to guarantee that code will function as intended indefinitely 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 arising out of the operation of or

inability to operate this web site and any other web pages, even if you have advised me of the

possibilities of such damages.

Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect and the invalid or unenforceable provision shall be replaced by a valid or enforceable provision.

Third party materials. All third party materials are the exclusive property of their respective owners. I shall inform you of all third party materials that may be required to perform the services or otherwise integrated into the final project. Under such circumstances, I shall inform you of any need to license.

No Exclusivity. The Parties expressly acknowledge that this Agreement does not create an exclusive relationship between the Parties. Client is free to engage others to perform services of the same or similar nature to those provided by Designer, and Designer shall be entitled to offer and provide design services to others, solicit other clients and otherwise advertise the services offered by Designer.

Governing Law. The formation, construction, performance and enforcement of this Agreement shall be in accordance with the laws of the United Kingdom without regard to its conflict of law provisions or the conflict of law provisions of any other jurisdiction.

Copyrights

You guarantee to me 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 your good self, or that you have permission to use them.

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

1. You own the graphics and other visual elements that I create for you for this project. I will give you a copy of all files and you should store them really safely as I am not required to keep them or provide any native source files that I used in making them.
2. You also own text content, photographs and other data you provided, unless someone else owns them.

I love to show off my work and share what I have learned with other people, so I also reserve the right to display and link to your completed project as part of my portfolio and to write about the project on web sites, in magazine articles or in books about web design. Of course I will notify you if I do any of these things, and any additional publicity your site gains as a result is of course free of charge.

Milestones

Milestone 1

*   Pattern Lab setup / Project setup
*   Layout all elements in the stylesheet.pdf (these are the micro-level building blocks to build up from)
*   Layout all macro-elements needed for 25% of the Vis/*.jpg files (I'm not sure which would be given highest priority)
*   Feedback on milestone
*   Browser testing of milestone
*   Amendments

Milestone 2

*   Layout all macro-elements needed for 50% of the Vis/*.jpg files
*   Feedback on milestone
*   Browser testing of milestone
*   Amendments

Milestone 3

*   Layout all macro-elements needed for 25% of the Vis/*.jpg files
*   Feedback on this and previous milestones
*   Browser testing of this and previous milestones
*   Amendments
*   Final review and feedback, sign-off meeting

Payments

I am 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 tight to the following payment schedule, which will be as follows, but may be revised based on further conversations between us.

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The total cost of the work is: **$6000 USD**

I will invoice for an initial down payment of **$1500 USD**once this agreement has been signed. I will start work after receiving this payment.

I will invoice for the remaining balance of **$1500 USD** once after each of the 3 milestones are completed as described. This is due not more than 7 days after the milestone has been signed off on by both parties or 10 days after development work has completed if no feedback was received.

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.

Just like a parking ticket, you cannot transfer this contract to anyone else without my permission. This contract stays in place and need not be renewed.

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

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