
The Contract

Between **35 Design**

And **Transcending Narratives**

Summary

We'll always do our 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. We've no desire to trick you into signing something that you might later regret. What we do want is what's best for both parties, now and in the future.

So in short;

This is a Work For Hire Agreement between:

You, Transcending Narratives

("You") are hiring us **35 Design** ("We or Us") to:

- Design WireFrames (Adobe XD artboards)
- Develop a website (HTML, CSS, Javascript, ect.)

For the estimated total price of \$200.

Price Breakdown:

Basic Website Package = 200\$

Includes:

- Upto 3 unique pages
- 3 stock images
- 1 contact form
- 1 parallax effect
- 2 hover effect

- Desktop responsive
- 2 planning sessions
- 1 website revision
- 2 week deployment of website

What do both parties agree to?

You: You have the authority to enter into this contract on behalf of yourself, your company or your organization. You'll give us the assets and information we tell you we need to complete the project. You'll do this when we ask and provide it in the formats we ask for. You'll review our 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.

Start Date: 06/01/2022

Mid-project: [After the final wireframe for the website is completed]

Finish Date: 06/15/2022 to 06/22/2022

*Extra buffer time added for design review.

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

Getting down to the nitty gritty

Design

You'll have plenty of opportunities to review our work and provide feedback. We'll either share a Dropbox, Google Drive folder or Github repository or development site with you and we'll have regular, possibly daily, contact by phone or email.

If—at any stage—you change your mind about what you want delivered or aren't happy with the direction our work is taking, you'll pay us in full for the time we've spent working until that point and may terminate this contract.

Graphics and photographs

You should supply graphic files in an editable, vector digital format. You should supply photographs in a high resolution digital format. If we need to buy or use stock photos or premade icons, this will be added on to the final invoice.

Website Hosting

The website will be hosted on Amazon Web Services (AWS), which the client will be responsible for paying. This includes the AWS account and the domain name chosen for the website.

Full ownership of the domain and AWS account will not be transferred to the client until the final payment is complete. 35 Design reserves the right to disable site access, domain, and hosting if client does not pay within 3 days of project completion.

HTML, CSS and JavaScript

We deliver pages developed from HTML markup, CSS stylesheets for styling, and unobtrusive JavaScript for behaviors. This will be added to the website in order to reach the desired look and functionalities.

Search engine optimisation (SEO)

We don't guarantee improvements to your website's search engine ranking, but the pages that we develop are accessible to search engines. The optimization is dependent on the client's physical business location and rate of digital customer flow.

Changes and revisions

We don't want to limit your ability to change your mind. The price at the beginning of this contract is based on the website package that your project falls under, but we're happy to be flexible. If you want to change your mind or add anything new, that won't be a problem as we'll provide a separate estimate for those additional hours (anything estimated over 1 hour)

Cancellations/Withdrawal

If at any point during the creative process the client decides to withdraw or cancel services, 35 Design will keep the original 50% of \$_____ paid upon contract signing. In addition we reserve the right to our work until the payments have been made in full.

Project Postponement

If at any point during the creative process the client decides to postpone the project, 35 Design will charge a postponement fee. When the project is resumed the client will receive 50% of the postponement fee.

-----Fill out only if project has been postponed-----

Project paused on:

Reason project paused:

Postponement Fee:

Postponement Fee Breakdown:

-----End postponement portion -----

Legal stuff

We'll carry out our work in accordance with good industry practice and at the standard expected from a suitably qualified person with relevant experience. That said, we can't guarantee that our work will be error-free and so 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, even if you've advised us of them.

Your liability to us will also be limited to the amount of fees payable under this contract and you won't be liable to us or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if we've advised you 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.

Intellectual property rights

Just to be clear, "Intellectual property rights" means all patents, rights to inventions, copyright (including rights in software) and related rights, trademarks, service marks, get up and trade names, internet domain names, rights to goodwill or to sue for passing off, rights in designs, database rights, rights in confidential information (including know-how) and any other intellectual property rights, in each case whether registered or

unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or shall subsist now or in the future in any part of the world.

First, you guarantee that all elements of text, images or other artwork you provide are either owned by your good selves, or that you've permission to use them. When you provide text, images or other artwork to us, you agree to protect us from any claim by a third party that we're using their intellectual property.

We guarantee that all elements of the work we deliver to you are either owned by us or we've obtained permission to provide them to you. When we provide text, images or other artwork to you, we agree to protect you from any claim by a third party that you're using their intellectual property. Provided you've paid for the work and that this contract hasn't been terminated, we'll assign all intellectual property rights to you as follows:

You'll own the website we design for you plus the visual elements that we create for it. We'll give you source files and finished files and you should keep them somewhere safe as we're not required to keep a copy. You own all intellectual property rights of text, images, site specification and data you provided, unless someone else owns them.

We'll own any intellectual property rights we've developed prior to, or developed separately from this project and not paid for by you. We'll own the unique combination of these elements that constitutes a complete design and we'll license its use to you, exclusively and in perpetuity for this project only, unless we agree otherwise.

Displaying our work

We love to show off our work, so we reserve the right to display all aspects of our creative work, including sketches, work-in-progress designs and the completed project on our portfolio and in articles on websites, in magazine articles and in books.

Payment schedule

We're sure you understand how important it is as a small business that you pay the invoices that we send you promptly. You agree to stick tight to the following payment schedule.

50% of \$200 within 3 days of contract signing.

50% of \$200 within 3 days of completion of wireframe.

We issue invoices electronically. Our payment terms are 3 days from the date of invoice via PayPal, or client preferred electronic payment method. All proposals are quoted in

United States Dollar (USD) and payments will be made at the equivalent conversion rate at the date the transfer is made.

You agree to pay all charges associated with international transfers of funds. The appropriate bank account details will be printed on our electronic invoice. We reserve the right to charge interest on all overdue debts at the rate of [percentage] per month or part of a month.

In addition to the exchange of services listed above, IF you are satisfied with our work you are encouraged to make a post about us on your business social media, and leave a review on our google listing.

Small Print

Just like a parking ticket, neither of us can transfer this contract to anyone else without the other's permission.


We both agree that we'll adhere to all relevant laws and regulations in relation to our activities under this contract and not cause the other to breach any relevant laws or regulations.

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 United States courts.

The dotted line

Signed by and on behalf of 35 Design

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Signed by and on behalf of Transcending Narratives

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Everyone should sign above and keep a copy for their records