|  |  |
| --- | --- |
| Between : | ecorreia.design (Elson Correia) |
| And : |  |

**Summary:**

I will put my best into meeting your expectations and fulfil your needs, but to a better understanding on both sides this contract serves as a medium where we are going to be clear of who do what and when, what terms are we agreeing upon, and what will happen if something goes wrong. Since I have no intensions to trick you into signing something you might later regret, this contract contains no long unreadable passages or complicated legal terms. I certainly want the best form both parties, now and in the future. Therefore:

You \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

are hiring me ( ecorreia.design ) to:

* Design and Develop a Website to meet the standards and details provided in the brief by you for the amount indicated at the payment section of this contract.

**What are we agreeing upon?**

**You**:

You have the authority to enter this contract on your behalf, your company or organization.

You will provide the assets and information I need to complete this project when requested and in the formats I request them.

You will review my work, provide feedback, approve/disapprove and request changes in timely manner.

You will stick to the payment schedule set at the end of this contract.

**Me**:

I have the skills, ability and experience and I’ll do everything we agreed upon professionally and in timely manner.

I will maintain the confidentiality of everything you provide me.

**Both**:

We both agree to meet the deadlines we set together and we are both responsible for the consequences of violating the deadlines we agree upon.

We both will put our best effort to take all actions and all things necessary, proper or advisable to comply with all terms of this agreement.

We both agree that this agreement will continue in full effect in an event that any part of this agreement be found to be void or invalid.

We both agree we will indemnify and hold each other harmless from and against and all claims demands, actions, damages, or other expenses arising solely from the actions of one of us.

We both agree that nobody should be held responsible for any failure to perform our obligations agreed in this contract if such failure results from any act of God, riot, war, civil unrest, flood, earthquake, or beyond our reasonable control including mechanical, electronic or communication failure, but excluding failure caused by our financial condition or negligence.

We both agree that upon contract breach or dispute relating to this agreement that the same will be submitted to arbitration under the rules of the American Arbitration Association and Judgement upon the reward rendered by the arbitrator will be entered in any court having jurisdiction.

We both agree that in an event of arbitration or other legal action, the prevailing party shall be entitled to recovery or attorney’s fees and costs if legal action must be taken to enforce this agreement.

We represent and warrant that we are sole owners with full rights of any provided content either text content, photograph content, video/audio content, typography and any other graphic content such as icons or logo. Thus, no consent of no other person, firm, corporation or labor organization is required in order to enable the usage of above indicated content types. Therefore, the usage of these contents will not violate the rights of any party.

**The Design**

The design will be created based on the details provided on the brief and it is subject to a review at any time and any stage of this project development. If requested, a detailed mock-up of the final product will be provided, otherwise a simple wireframe guide is presented to help put both, ecorreia.design and the client, on the same page about what is to be done. If at any stage of development, the client change what is to be delivered an additional charge is included on a new contract copy to cover the extra time spent on the project creation.

**The text content**

Unless agreed upon separately, no text content will be input into content management system or creating every page on your site. A copyrighting and editing service is available in case the client wants new content creation or input at a separate estimate.

**Graphs and photographs**

Any graphs or photographs we provided will be copyrighted to you and the estimate will be included in the total price, otherwise you should provide all the graphs in an, editable, vector digital format as well as photograph in a high resolution digital format. Help in finding stock photographs is available and the estimate will be included in the total price.

**Html, CSS and JavaScript**

We deliver websites developed using Html for markup, CSS for stylesheets and JavaScript for behaviors, feature detection and poly-fills. Any other language requirements, database and SEO services required for the project means extra time and additional cost.

**Domain name**

No domain services will be provided unless requested by the client. The client should purchase the domain before or after the projection completion. This service will be offered at extra cost with complete control and ownership by the client.

**Browser and Mobile Testing**

It is guaranteed that any website created will be compatible at max with any modern browser existent today. A test will be done during and after project development to ensure that the user will use 100% of the site. However, no test on old device or browser will be done unless specifically asked by the client. We will make sure your website will provide good user experience on many modern devices including mobile and high resolution display under appropriate capabilities of all popular modern browsers. If an enhanced design including old technology and browser is needed an extra estimate will be included.

**Technical Support**

No support for website hosting, email, or other hosting related service is provided. Setting up the site on a server is a free service provided upon client request. Any statistic software like google Analytics can be provided with an extra estimate but updates and server management is up to the client.

**Copyright**

Everything created for this project will be provided to the client who will have full right over them. The client will be responsible for the final project files and should keep it safe since no copy of the project will be saved by ecorreia.design. Unless agreed otherwise, anything created or developed prior or separately to this project that was used in this project will be licensed to the client for usage.

**Displaying our work**

We take pride on what we create, so we like to show off what we have done. Therefore, we reserve the right to display all aspects of our creative work, including sketches, work-in-progress and completed design at ecorreia.design portfolio as well as websites articles, magazine articles and books.

**Payment and Payment Schedule**

It is very important as a small business that you pay the invoices we send to you promptly. With that been said you agree to pay the initial total of:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_$ by \_\_\_ / \_\_\_ / \_\_\_

**Importan**t: Cancelation fees are due based on the amount of work completed. 50% of the final fee is due 20 days or notification that for any reason the project is cancelled or postponed before completion. 100% of the fee is due despite cancelation or postponement of the job is the project has been completed.

This instrument constitutes the entire agreement between us, and no statements, promises or inducements made by any party hereto which is not contained herein shall be binding or valid, and this contract may not be enlarged, modified or altered except in writing by both parties hereto.

Client Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Client Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Client Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_ / \_\_\_\_ /\_\_\_\_

Elson Correia: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_ / \_\_\_\_ /\_\_\_\_

\* All parties should keep a signed copy of this contract