**The contract**

**Between** Elyse Myers of Myers Web Development    
**And** Reba Wek-Lake of Kinetic Spark Fitness

**Summary:**

I will always do my best to fulfil 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. I have no desire to trick you into signing something that you might later regret. What I do want is what’s best for both parties, now and in the future.

You **Reba Wek-Lake**, (“You”) are hiring **Myers Web Development,** (“I” or “me”) to:

1. Revise and maintain your current website (*kineticsparkfitness.com*) at the rate of **$65/hour** as outlined in our previous correspondence.
2. Make suggestions if/when necessary regarding the updating and revision of your website.
3. Complete contracted work requested by you, the client, as necessary.
4. Log and bill the client for all work done by me, the freelancer, regarding your website (*Kineticsparkfitness.com)*
5. Complete all billing and payment via Upwork.

***\*\*Please note:*** *I will require 3-5 hours at the start of our work together to review your current code, and make sure I understand the structure/languages used by the previous developer before making any changes to the current code. This is to protect your site, and my liability if anything should go wrong when making changes to the existing code. These billable hours to prepare are a one-time requirement within our contract, and will not be necessary after the first changes to your site are made.\*\**

**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.

**Me**: I have the experience and ability to do everything we’ve agreed with you and I’ll do it all in a professional and timely manner. I will 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**

I create designs that adapt to the capabilities of many devices and screen sizes. I create them iteratively and use predominantly HTML and CSS so we won’t waste time mocking up every template as a static visual. We may use visuals to indicate a creative direction (colour, texture and typography.) I call that ‘atmosphere.’

You’ll have plenty of opportunities to review my work and provide feedback. We’ll either share a screen shot, Dropbox, Google Drive folder or Github repository or development site with you and we’ll have regular contact by phone, e-mail, or via Upwork’s message center.

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 you choose to buy stock photographs, I can suggest stock libraries. If you’d like me to search for photographs for you, I can provide a separate estimate.

**HTML, CSS and JavaScript**

I deliver pages developed from HTML markup, CSS stylesheets for styling and unobtrusive JavaScript for 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.

I test our work in current versions of major desktop browsers including those made by Apple (Safari), Google (Chrome), Microsoft (Edge), Mozilla Firefox and Opera. I won’t test in other older browsers unless we agreed separately. If you need an enhanced design for an older browser, I can provide a separate estimate for that.

**Mobile browser testing**

Testing using popular smaller 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 our designs in:

**iOS**: Safari and Google Chrome  
**Android**: Google Chrome

I won’t test in Opera Mini/Mobile, specific Android devices, or other mobile browsers unless we agreed separately. If you need me to test using these, I can provide a separate estimate.

**Technical support**

I am not a website hosting company so I don’t offer promise of full support for website hosting, email or other services relating to hosting. I will answer questions and solve problems as I am able to, but the services you are purchasing from me are directly related to maintaining the code and content of your website, and not the host your site lives on. You may already have professional hosting and you might even manage that hosting in-house; if you do, great. If you don’t, I will recommend one of my preferred hosting providers. I can set up your site on a server, plus any statistics software such as Google Analytics and will 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. The price at the beginning of this contract is based on the hourly rate we have agreed upon. As far as how many hours are billed, that is determined by the changes requested to your site, and how long it takes me to make those changes. I am happy to be flexible with how many hours are worked per month. If you want to change your mind or add anything new, that won’t be a problem as you are contracting me for hourly work. Each hour spent will be tracked and billed via Upwork.

**Legal stuff**

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

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

Phew.

**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 me, you agree to protect me from any claim by a third party that we’re using their intellectual property.

I guarantee that all elements of the work I deliver to you are either owned by me or I have obtained permission to provide them to you. When I provide text, images or other artwork to you, I 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, I’ll assign all intellectual property rights to you as follows:

You’ll own the website we I design and maintain for you plus the visual elements that I create for it. I’ll 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 intellectual property rights of text, images, site specification and data you provided, unless someone else owns them.

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

**Displaying my work**

I love to show off my work, so I reserve the right to display all aspects of my creative work with you, including sketches, work-in-progress designs and the completed project on my 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. As I’m also sure you’ll want to stay friends, you agree to stick tight to the following payment schedule.

**Upwork Hourly Contracts**

Hourly contracts may be covered by [Upwork Hourly Protection](https://support.upwork.com/hc/en-us/articles/211068288-Hourly-Protection). You will be automatically invoiced and billed for the hours I log on Upwork’s Desktop App, according to the [weekly billing cycle](https://support.upwork.com/hc/en-us/articles/211063698-Weekly-Billing-Cycle). Upwork’s weekly billing cycle for hourly contracts begins on Monday at 0:00 midnight, UTC and ends Sunday 23:59 UTC. All reports in Upwork are based on Standardized Timing. All time logged in my Work Diary, whether tracked or added as manual time, is automatically invoiced to you, using the schedule below:

* **Week 1** – I log time using the Upwork Desktop App (Time Tracker).
* **Week 2** – My time is invoiced to you, the client, on Monday and you have until Friday to review my work.
* **Week 3** – Earnings become available to me on the following Wednesday.

#### Upwork Freelancer Review Period

After the billing period ends, freelancers have a few hours to look over their Work Diary to make any final adjustments. The freelancer review period runs Monday from 00:00 midnight to 11:59 a.m. UTC.

#### Client Review Period

The client review period runs from Monday at 12 noon UTC following the close of the billing period until Friday at 23:59 UTC. This is the time for clients to review the Work Diary and file a [dispute](https://support.upwork.com/hc/en-us/articles/211068588) if there is a problem.

**But where’s all the horrible 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 English and Welsh courts.

**The dotted line**

Signed by **Elyse Myers** on behalf of **Myers Web Development**

Elyse Myers   
……………………………………………………

Signed by **Reba Wek-Lake** on behalf of **Kinetic Spark Fitness**

……………………………………………………

Date: March 27th, 2019

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