

Project Agreement - Obsidian Peaks

This **Project Agreement** ("Agreement") is made and entered into on this **July 26, 2025**, by and between:

Garfish Digital LLC (Hereafter, "Developer") [Your Business Address] [Your Business Phone]
[Your Business Email]

AND

Obsidian Peaks (Hereafter, "Client") [Client's Business Address] [Client Contact Person & Title]
[Client Email Address]

1. Introduction

This Agreement formally outlines the scope of work, deliverables, timeline, and financial investment for the custom web development project for Obsidian Peaks. It sets clear expectations for both parties to ensure a successful partnership and project delivery.

2. Project Summary

The Client, Obsidian Peaks, hereby engages Garfish Digital LLC to design and develop a dynamic new website. The primary goal of this project is to enhance Obsidian Peaks' online presence, clearly showcase their skiing and snowboarding lessons and tours, provide essential information to potential clients, and facilitate inquiries.

3. Scope of Work & Deliverables

Garfish Digital LLC agrees to provide the following services and deliverables:

- **Discovery Phase:**
 - Brand Strategy Workshop, Target Audience Research, Content Strategy Planning, Technical Requirements Review.
- **Website Design & Development (Custom Informational & Lead-Generation Platform):**
 - Custom website design reflecting Obsidian Peaks' adventurous and professional brand identity.

- Development of a responsive website, ensuring optimal viewing across all devices.
 - **Sitemap & User Flow:** Structured content layout for intuitive navigation.
 - **Low-Fi Wireframes & High-Fi Mockups:** Visual representations of the site's layout and functionality for approval.
 - **Brand Identity Integration:** Ensuring consistent use of Client's logo, colors, and typography.
 - **Mobile Design Optimization:** Specific design considerations for optimal mobile experience.
 - **Interactive Prototype:** A clickable demonstration of the site's user experience.
 - **Development Environment Setup:** Foundational coding environment.
 - **CMS Integration:** Implementation of a Content Management System (e.g., a Headless CMS or WordPress) for easy content updates.
 - **Homepage Development:** Engaging and informative main landing page.
 - **About & Services Pages:** Detailed sections outlining Obsidian Peaks' offerings and company story.
 - **Portfolio Gallery:** Showcase for tour photos, lesson experiences, or instructor profiles.
 - **Contact Form & Integration:** Functional inquiry form with fields for name, email, company, and message.
 - **Blog System Implementation:** Setup for client to publish news, articles, and safety tips.
 - **SEO Optimization:** Implementation of on-page SEO best practices.
 - **Analytics Integration:** Setup of Google Analytics or similar for website performance tracking.
 - **Performance Optimization:** Ensuring fast load times and efficient operation.
 - Integration of Client-provided content (text, images, videos) into the website.
 - Up to **2 rounds of design revisions** during the Design phase. Minor content updates and typo corrections are separate.
 - **Testing & Quality Assurance:**
 - Cross-Device Testing, Browser Compatibility, Speed & Performance Testing.
 - Content Review & Proofreading, Client Review & Feedback.
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4. What is NOT Included (Exclusions)

To maintain clarity and manage expectations, the following are specifically excluded from this Agreement and may be offered as separate services or future projects:

- **Content Creation:** Development of new written text, photography, or videography beyond initial integration.
- **E-commerce Functionality:** Online booking systems or direct sales of products (unless explicitly detailed as an add-on).

- **Advanced Marketing Campaigns:** Running paid advertising (PPC, social media ads) or extensive, ongoing off-site SEO activities beyond basic setup.
 - **Third-Party Software Licensing:** Costs for premium plugins, themes, or external services (e.g., specific booking software, CRM integrations, advanced analytics platforms) are the Client's responsibility unless specified as an *integrated* part of the agreed solution.
 - **Ongoing Website Maintenance & Updates:** Security updates, software patches, backups, or significant content changes post-launch (unless a separate "Sentinel's Watch" maintenance agreement is signed).
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5. Project Timeline

Garfish Digital LLC will strive to complete the project within the following estimated timeframe. This timeline is contingent upon timely feedback, content delivery, and payments from the Client.

- **Estimated Project Start:** August 1, 2024
 - **Design Phase Completion:** By mid-September 2024
 - **Development Phase Completion:** By early October 2024
 - **Testing Phase Completion:** Mid-October 2024
 - **Estimated Website Launch (Go-Live):** Late October / Early November 2024
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6. Payment Schedule & Investment

The total investment for the services outlined in this Agreement is **\$18,500.00 USD**. Payments shall be made according to the following schedule:

- **Deposit (50%) due upon signing this Agreement: \$9,250.00 USD**
- **25% due upon Design Approval: \$4,625.00 USD**
- **Final Payment (25%) due upon Website Launch/Handoff: \$4,625.00 USD**

All invoices are due within seven (7) calendar days of receipt. A late fee of 5% per week may be applied to overdue balances.

7. Key Terms & Responsibilities

- **Client Responsibilities:** The Client agrees to provide timely feedback, necessary content (text, images, logos), and access to relevant accounts (e.g., domain registrar,

existing hosting) as required for project completion. Delays in providing these may impact the project timeline.

- **Intellectual Property:** Upon receipt of final payment, the Client will own the intellectual property rights to the final custom website design and code developed specifically for this project. Developer retains rights to any underlying tools, frameworks, or pre-existing code libraries used, which are licensed to the Client for use with this project.
- **Confidentiality:** Both parties agree to keep all proprietary information and business details exchanged during this project confidential.
- **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.
- **Portfolio Rights:** Developer retains the right to display the completed Obsidian Peaks project in their online and offline portfolio for promotional purposes.

8. Acceptance & Signatures

By signing below, both parties acknowledge that they have read, understood, and agree to the terms and conditions of this Project Agreement.

For Garfish Digital LLC:

Signature: _____ **Name:** [Your Name] **Title:** Lead Developer **Date:** _____

For Obsidian Peaks:

Signature: _____ **Name:** [Client Contact Person Name] **Title:** [Client Contact Person Title] **Date:** _____