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Bearded's Hourly Contract

Date: [[Date of Document]] Between [Our Company] and [Your Company]

Summary

We're not big on formality, but sometimes it's best to have a few simple things written down so that we're all on the same page. In this contract you won't find complicated legal terms or large passages of unreadable text. We have no desire to trick you into signing something that you might later regret. We do want what's best for the safety of both parties, now and in the future.

In Short

You ([Your Company]) are hiring us ([Our Company]) to [The Tasks You Will Perform] at the rate of $[Your Hourly Rate]/hour. The total cost of the project is not to exceed $Project Cost, and the total number of hours we work is not to exceed [Number of Hours in Project Budget] hours.

What Do Both Parties Agree To Do?

As our customer, you have the power and ability to enter into this contract on behalf of your company or organization. You agree to provide us with everything that we need to complete the project including text, images and other information as and when we need it, and in the format that we ask for. You agree to review our work, provide feedback, and sign-off approval in a timely manner. You also agree to the payment schedule set out at the end of this contract.

We have the experience and ability to perform the services you need from us, and we will carry them out in a professional and timely manner. Along the way we will endeavor to meet all the deadlines set, but we can't be responsible for a missed launch date or deadline if you have been late in supplying materials, or have not approved or signed off on our work on-time at any stage. And of course, we will also maintain the confidentiality of any information that you provide us.

Terms of the Design Process

Scope of Work

Our obligations under this contract will be fulfilled when any of the following occur:

- The project scope is substantially complete, as defined by the Project Specification Document (approved by you). We have reached a total project cost of $Cost of Project (%5BNumber%20of%20Hours%20in%20Project%20Budget%5D%20hours%20of%20work).
- The date is [Project Expiration Date] or later.

Design

We will create designs for the look-and-feel, layout, and functionality of your website. We will create a single design option for your site, and then work with you to revise the design until we agree that we've arrived at the final version. If you're not happy with the designs at any stage, you always have the option to cancel this contract, paying us in full for all of the work that we have produced until that point.

HTML / CSS Layout

If the project includes HTML markup and CSS templates, we will develop these using valid HTML 5 markup and CSS2.1 + 3 for styling. We will test all our markup and CSS in current versions of all major browsers including those made by Apple, Microsoft, Mozilla and Opera.

We will not test these templates in old or abandoned browsers, for example Microsoft Internet Explorer 6 or 5.5 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 charge you at the appropriate rate for any necessary additional code and its testing.

Programming

During the course of the development process, you will likely encounter bugs in the code, and you'll report them to us so we can fix them. This is an unavoidable part of the development process, and as long as we are within the terms of this project's contract, we will treat bug-fixing like all other development, and bill you for the hours we spend.

If bugs are discovered after the completion of this project, we'll provide an estimate for the time involved in fixing them, and ask for your permission to do so. If you agree to undertake the project and approve our estimate, we will charge you at the appropriate hourly rate for development.

The site may periodically require security updates to third-party software such as the content management system and extensions. With your approval, we will perform updates promptly, billing at our then current standard rates.

Text Content

We are not responsible for writing or inputting any text copy unless we specified it in the original estimate. We'll be happy to help though, and for any additions to the estimate we will charge you at our rate for copy writing.

Photographs

You will supply us photographs either in digital, printed, or film format. If you choose to buy stock photographs we can suggest vendors of stock photography. Any time we spend searching for appropriate photographs will be charged at our hourly design rate. If you require any custom photography, we can provide that as well, and it will be billed at the appropriate hourly rate.

Changes & Revisions

Because our agreement is based on hourly payment, changes and revisions are considered part of the process. We will keep you up to date each week on how many hours we're spending. We'll be sure to warn you when the actual hours we spend are exceeding our expectations, so that you can decide where our time is best allocated.

Technical Support

You may already have professional web hosting, you might even manage that hosting in-house. If you don't manage your own web hosting, we can set up an account for you at one of our preferred, third-party hosting providers. We will charge you a one-off fee for installing your site on this server, plus any statistics software such as Mint or Google Analytics; then the updates to, and management of that server, plus any support issues will be up to you.

If you choose not to use one of our preferred, third-party hosting providers, it could result in a more complicated, time-consuming deployment process. If this is the case, we will charge you at our hourly programming rate for any additional time that we spend.

We are not a web hosting company and so we do not offer or include technical support for web hosting, email or other services relating to web hosting. If you do require help with anything beyond the design and development of your project, we'll be happy to help and will charge you at our hourly programming rate.

Hourly Rates for Additional Work

These rates are guaranteed for one year from the date of signing of this contract, and we reserve the right to change these rates after that with thirty days notice to you. This guarantee is limited to the project as described in this contract, as we cannot guarantee that these rates will apply to any another project or contract. Consulting, Copy Writing, Design, Photography, Production, Programming: $[Your Hourly Rate]

Liability & Ownership

We can't guarantee that the functions contained in any web page templates or in a completed website will always 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 arising out of the operation of or inability to operate this website and any other web pages, even if you have advised us of the possibilities of such damages.

If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

Intellectual Property

You guarantee to us that any elements of text, graphics, photos, designs, trademarks, or other artwork that you provide us for inclusion in this work are either owned by yourselves, or that you have permission to use them. We will maintain ownership of all original data, information, formulae, designs, charts, and any other materials created in the process of performance of services or execution of tasks under this contract. This includes ownership of all copyrights, patents, trademarks, and trade secrets, whether or not they are registered. It does not include trademark rights that you established independent of our work under this contract.

It's also important to note that, as part of our work, early in each project, we may produce a lot of discussion materials (such as sketches, rough layouts, visualizations or comps). These are prepared solely for the purpose of demonstrating an idea or a message to you for acceptance. Many preliminary concepts will later be modified or rejected entirely. Usually only one concept will be taken through to completion and it is only the approved and finished final art that will be delivered to you. We will maintain full ownership of all intellectual property as described above – regardless of whether the subject matter is a preliminary concept or the final concept.

You are granted an unlimited, transferrable, royalty-free perpetual license to use the final concepts for your own purposes. We are not granting you any licenses with respect to preliminary concepts.

We will give you a copy of all files and you should store them safely, as we are not required to keep them or provide any native source files that we used in making them.

We own the HTML markup, CSS and other code and we grant you unlimited, transferrable, royalty-free perpetual license for use on this and any future project.

Finally, because we love to show off our work and share what we have learned with other people, we also reserve the right to display and link to your completed project as part of our portfolio and to write about the project on websites, in magazine articles and in books about design and development.

Payments

We are sure you understand how important it is for us, as a small business, that you pay the invoices that we send you promptly. To make things easy, we will bill each Monday for actual hours spent on your project during the previous week.

You agree to pay these invoices within 15 days of the date of the invoice.

Late payments under any part of this contract will accrue interest of one and one half percent (1.5%) per month on any overdue and unpaid balance, and you agree to reimburse us for any expenses incurred in collection.

We may, without any liability, delay performance or cancel this contract or any pending services if circumstances beyond our control prevent us from continuing the work, such as acts of God, war, natural disasters, utility failures, or the unavailability of people or materials.

If we are unable to continue work under this contract due to your inability or failure to fulfill your requirements under the contract, such as a lack of communication in response to our requests, late payments, the closing or interruption of your business, or any other cause, we reserve the right to terminate this contract and request payment for all services rendered under this contract, with 30 days written notice to you of our intent to do so.

Final Notes

You cannot transfer this contract to anyone else without our permission. 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. The validity of the contract, the construction and meaning of its terms, and the rights of all the parties involved will be governed by the laws of the Commonwealth of Pennsylvania. Any court action based on this contract must be brought in the Court of Common Pleas of Allegheny County, and the winning party will be entitled to the costs of the suit and reasonable attorney's fees.

Signed by and on behalf of [Our Company]

Signed by and on behalf of [Your Company]

Date: [Date of Document] Everyone should sign above and keep a copy for their own records.