

Cub Scouts Pack 365 Website Contract Tuesday, March 5, 2024

**Between Nichole McGrew
And Ashley Duea**

Summary:

I will always do my 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 short;

You (Ashley Duea), Pack 365 Scout Master ("You") are hiring **Me (Nichole McGrew) ("Me")** to:

Undertake the design and development of the Cub Scouts Pack 365 Website: I will be providing voluntary services for the creation and enhancement of the website, ensuring its alignment with the goals and requirements outlined during our collaboration.

Free and Voluntary Design and Development of Website:

Nichole McGrew ("Me") will be providing voluntary services for the design and development of the website at no cost. This project is undertaken in the spirit of volunteerism, and there is no monetary compensation associated with the services provided.

It is important to note that, as part of the collaborative and community-driven nature of this voluntary project, Ashley Duea ("You") may be listed as a reference for this initiative.

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 will give me the assets and information that I request to complete the project. You'll review my work, provide feedback and approval in a timely manner. Because this is a volunteer project, we will not be bound by dates, and either party can end the project at any time. You also agree that this is a volunteer project, and no funds will be exchanged.

Me: I have the experience and ability to do everything I've discussed with you, and I will do it all in a professional and timely manner. I will do my best to meet every expectation that's set, and I will maintain the confidentiality of everything you give me.

Design

I create designs that adapt to the capabilities of many devices and screen sizes. I create them iteratively using React and Tailwind CSS. I may use visuals to indicate a creative direction (color, texture, and typography).

You will have plenty of opportunities to review my work and provide feedback. I will share the development site with you, and we will have regular contact via phone, email, or any video chat provider we agree to, such as Zoom or Skype.

If — at any stage — you or I change our mind about what is to be delivered or aren't happy with the direction my work, we can terminate this contract.

Graphics and Photographs Clause:

The graphics and photographs utilized in the Cub Scouts Pack 365 Website shall be sourced from the following channels: the official Facebook page, the BSA (Boy Scouts of America) website, and/or free stock photography repositories. By incorporating these visuals, Nichole McGrew ("Me") affirms that all materials are obtained from public and accessible platforms, adhering to the terms and conditions outlined by the respective sources. Nichole McGrew ("Me") holds no liability for the origin, accuracy, or copyright status of these graphics and photographs. Any concerns related to the visuals used should be directed to the original sources, as Nichole McGrew ("Me") acts in good faith, relying on publicly available and permissible content during the website construction process.

I test my work in current versions of major desktop browsers including those made by Apple (Safari), Google (Chrome), Microsoft (Edge), and Mozilla Firefox. I will not 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 my designs in:

iOS: Safari and Google Chrome
Android: Google Chrome

I will not test in Opera Mini/Mobile, specific Android devices, or other mobile browsers.

Technical support

Per this agreement, I will be hosting the site through Netlify. If at any point you would like to manage the hosting yourself, I will provide the GitHub link to the code, and recommend one of my preferred hosting providers. I can set up your site on a server if you'd like, and will provide a separate estimate for that. Then, the updates to, and management of that server will be up to you.

For most projects, I prefer a serverless solution to save us both time and money. This means your website is hosted in the cloud and so there is no need for server management. I will recommend this option when I feel it is appropriate.

Search engine optimization (SEO)

I do not guarantee improvements to your website's search engine ranking, but the pages that I develop are accessible to search engines. I do offer search engine optimization services and can provide a separate estimate for that.

Changes and Revisions:

As this project is undertaken voluntarily, it is important to note that changes and revisions are not mandatory. Any modifications to the project will be considered at the sole discretion and availability of Nichole McGrew (“Me”). While every effort will be made to accommodate reasonable requests, it is acknowledged that the voluntary nature of this project allows for flexibility in the decision to implement changes.

Please be aware that the incorporation of changes may be subject to the availability of time and resources on the part of Nichole McGrew (“Me”). It is recommended to discuss any desired changes in a timely manner to assess the feasibility of their implementation within the project timeline.

Legal stuff

I will 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 me 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.

Intellectual property rights

“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 you or that you have 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 I’m using their intellectual property.

Provided you’ve paid for the work and that this contract hasn’t been terminated, I will assign all intellectual property rights to you as follows:

You'll own the website I design 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 will own any intellectual property rights I've developed prior to, or developed separately from this project and not paid for by you.

Displaying my work

I love to show off my work, so I reserve the right to display all aspects of my creative work, 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:

Given the voluntary nature of this project, there is no formal payment structure in place. Nichole McGrew ("Me") is providing services voluntarily and without a specified monetary compensation.

It is understood and agreed that the contributions made by Nichole McGrew ("Me") to this project are driven by goodwill and a commitment to the cause, and no financial remuneration is expected or required.

Any expenses or costs incurred during the project will be borne by the respective parties independently unless otherwise mutually agreed upon in advance.

The not-so-small print

Neither of us can transfer this contract to anyone else without the other's permission.

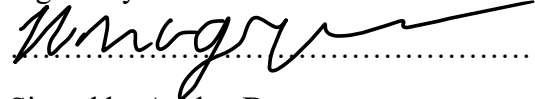
We both agree that we'll adhere to all relevant laws and regulations in relation to our activities under this contract and not cause the other to breach any relevant laws or regulations.

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.

This contract is a legally binding document.

The Dotted Line

Signed by Nichole McGrew



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Signed by Ashley Duea

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Date: Tuesday, March 5, 2024