

david@resilientcoders.org
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tw. @resilientcoders

50 Milk St., 16th Fl
Boston, MA 02109

NAME OF THE PROJECT

Client web application

Executive Summary

Here's a description of your project.

The Details

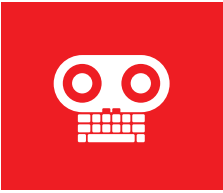
Here's where you describe in excruciating detail what you plan to do. The more detail you can put in here, the less likely you are to have a difference in expectation with your client.

- 1. Kickoff and Discovery**
- 2. Wireframes**
- 3. Design**
- 4. Development**
- 5. Testing/QA**
- 6. Deployment and Maintenance**
- 7. Timeline**

Estimate

Without necessarily showing your math, calculate how much you want to get paid, times how long you think it will take you to do the work. Then you might tweak from there.

Total: \$XXX



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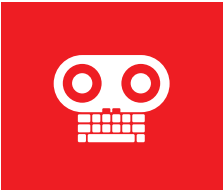
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AGREEMENT

This Agreement (the “Agreement”) is made between the aforementioned client (“Client”) and Resilient Coders (collectively referred to as the “Parties”).

The Parties agree as follows:

1. **SERVICES:** Client is engaging Resilient Coders as an independent contractor for the specific project (“Deliverables”) described in the Executive Summary. The project will be limited to what is described in the summary.
2. **COMPENSATION:** For the Services contemplated in this Agreement, the Client will pay Resilient Coders the fee(s) outlined above. All invoices are due within 30 days of receipt. Client agrees to pay a 2 percent monthly service charge on all overdue balances.
3. **MODERN BROWSERS:** Our web design and development work will be built to look good across major modern mobile devices and desktop browsers, including the latest releases of Mozilla Firefox, Safari, and Chrome. Deprecated browsers, such as earlier versions of Internet Explorer, will not be supported, unless specifically noted. Backwards compatibility takes time, and as such will be reflected in the estimate.
4. **OWNERSHIP:** Until the client has paid in full, Resilient Coders will own all of the rights to all original artwork and other creative elements developed by Resilient Coders. When the payment terms are completed, Resilient Coders agrees to assign and transfer to the Client the rights to the designs, texts and/or code which make up the Deliverables paid for by the Client. Client agrees to grant to Resilient Coders and any subcontractors that work directly on this project a limited non-exclusive license to display creative elements solely for the purpose of examples of their work in their respective portfolios.
5. **TIME OF COMPLETION:** Resilient Coders will take all reasonable actions to complete this project within any mutually established timeline. Client acknowledges delays in the Client approving or sending materials may slow completion of services. In the case of delays, Resilient Coders will take reasonable action to complete the project within the originally projected timeline. However, Client accepts that Resilient Coders may have to suggest a revised timeline to accommodate the delays incurred. If Resilient Coders has requested information and, upon a follow up inquiry, has not received a response, Resilient Coders may choose to delay the contract due to other obligations. If Resilient Coders has requested information, followed up, and has not received a



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response, Resilient Coders will consider the contract complete and will bill the client for the full project at the three month close date.

6. ASSIGNMENT OF PROJECT: Resilient Coders may subcontract any activities that he may perform under this Agreement to any other person, firm or corporation.

7. EXPENSES: Client agrees to reimburse Resilient Coders for all reasonable expenses authorized in advance by Client and incurred in connection with this Agreement including, but not limited to, special graphics, special photography, special software, special fonts, travel expenses, and other expenses.

8. INDEPENDENT CONTRACTOR: Resilient Coders is an independent contractor and not an employee of the Client, and, unless otherwise stated in this Agreement, is not entitled to any of the benefits normally provided to the employees of Client.

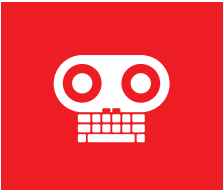
9. INFORMATION PROVIDED BY CLIENT: Any information, suggestions or ideas supplied by the Client to Resilient Coders relating to the subject matter of this Agreement may be considered confidential or secret, per Non-Disclosure Agreement.

10. CLIENT REPRESENTATIONS: Client represents and warrants that the text and brand names provided to Resilient Coders for the Logos are owned or licensed by Client, and that Client is authorized to use and display such items in the manner contemplated by this Agreement. Client agrees to indemnify, defend and hold harmless Resilient Coders and any subcontractors from and against any claim, loss, damage, expense or liability (including attorney's fees and costs) that may result in whole or in part, from: i) any infringement or any claim of infringement, of any trademark, copyright, trade secret, or negligence arising from any of the text and brand names provided by Client, ii) any claim by a third party regarding any services or products sold or otherwise distributed by Client, its employees or agents, or iii) any claim, suit, penalty, tax or tariff arising from Client's use of the Internet or electronic commerce.

11. CANCELLATION: Client may cancel the Agreement by providing written notice to Resilient Coders, as described in Section 18 ("Notice"). In the event of cancellation, ownership of all copyrights and any original artwork, programming or other brand elements developed by Resilient Coders shall be retained by Resilient Coders. In the event that a project is terminated by the Client, the initial deposit will be kept as compensation for work done, and for the opportunity costs associated with having accepted the project.

12. CONTINUING OBLIGATIONS: Notwithstanding the termination of this Agreement for any reason, the provisions of Sections 4, 10 and 11 of this Agreement will continue in full force and effect following such termination.

13. BINDING EFFECT: The covenants and conditions contained in the Agreement shall apply to and bind the Parties and the heirs, legal representatives, successors and permitted assigns of the Parties.



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14. CUMULATIVE RIGHTS: The Parties' rights under this Agreement are cumulative, and shall not be construed as exclusive of each other unless otherwise required by law.

15. WAIVER: The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

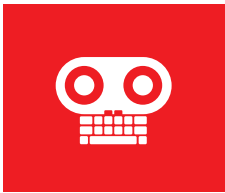
16. SEVERABILITY: If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

17. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified in writing and must be signed by both Client and Resilient Coders. Any additional work not specified in this contract must be authorized by a written change order. All prices specified in this contract will be honored for six (6) months after both parties sign this Agreement. Continued services after that time will require a new agreement.

18. NOTICE: Any notice required or otherwise given pursuant to this Agreement shall be emailed to david@resilientcoders.org and (your client's email address).

Either party may change such addresses from time to time by providing notice as set forth above.

19. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Massachusetts. Regardless of the place of signing of this agreement, the Client agrees that for purposes of venue, this contract was entered into in Middlesex County, Massachusetts, and any dispute will be litigated or arbitrated in Middlesex County, Massachusetts. The Client specifically acknowledges that it has received a copy of this Agreement in its entirety and has read the same, understood it and agreed to its contents before complying with its terms.



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Signatures

Client Name, Title

Client Company

Date:

David Delmar, Executive Director
Resilient Coders

Date: 1.24.2017