

Consulting Agreement

This contract is made effective as of [DATE] between [FREELANCER NAME] and [CLIENT NAME].

SUMMARY

We will always do our 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 this contract you won't find any complicated legal terms or long passages of unreadable text. We have no desire to trick you into signing something that you might later regret. What we do want is what's best for both parties, now and in the future.

So in short;

You [CLIENT NAME] (“You”) are hiring us [FREELANCER NAME] (“We or Us”) to:

[JOB DESCRIPTION AND SCOPE]

For the total price of [FREELANCER RATE] as outlined in our previous correspondence. We will charge a rush rate for urgent and undiscussed changes with less than 24 hours notice or during irregular business hours, for a total price of [FREELANCER RUSH RATE]. Of course it's a little more complicated, but we'll get to that.

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 us the assets and information we tell you we need to complete the project. You will do this when we ask and provide it in the formats we ask for. You will review our work, provide feedback, and give 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.

Us: We have the experience and ability to do everything we have agreed with you and we'll do it all in a professional and timely manner. We will endeavor to meet every deadline that's set and will maintain the confidentiality of everything you give us.

GETTING DOWN TO THE NITTY GRITTY

Feedback and cancellation

You will have plenty of opportunities to review our work and provide feedback. We will share a Dropbox folder, GitHub repository, or demo site with you and have regular, possibly daily contact by phone, email, or Slack. You will allow 24 hours for us to respond to all communications, and will not attempt to communicate over social media or other third parties not previously agreed upon.

If at any stage you change your mind about what you want to be delivered and are not happy with the direction our work is taking, you will pay us in full for the time we have spent working with you until that

point. We will send you all deliverables created, and this contract will be terminated when all pending invoices are paid in full.

If at any stage we change our mind about working with you, we will notify you by email and all deliverables created up to that point will be sent to you. All payments for future work will be refunded in full and this contract will be terminated. No refunds will be given for work already rendered.

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, we can suggest stock libraries. If you'd like us to search for photographs for you, we can provide a separate estimate.

Open-source

We maintain the right to use open-source frameworks in your project that have permissive, royalty-free licenses. We can provide a list of used libraries upon request. Unless agreed separately, any open-sourced code we write for your project must remain open-sourced in perpetuity.

Displaying our work

We love to show off our work. Unless agreed separately, we reserve the right to display all aspects of our creative work, including sketches, work-in-progress designs, open-source code, and the completed project on our portfolio, in articles on websites, in magazine articles, and in books.

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.

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

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. We test our designs in current versions of Safari (iOS) and Google Chrome (Android). We won't test in Blackberry, Opera Mini, specific Android devices, Windows or other mobile browsers unless we agreed separately. If you need us to test using these, we can provide a separate estimate.

Search engine optimization

We don't guarantee improvements to your website's search engine ranking, but the web pages that we develop are accessible to search engines. We are not responsible for damages as a result of drops in SEO rankings, but will do our best to prevent them.

Content management

Unless agreed separately, we will not set up a content management system for you. We are not responsible for inputting text or images into your existing content management system or creating content for every page on your website. You will provide all copy needed, or will be responsible for replacing placeholder text on your site. We can provide a separate estimate if you need help with content.

Warranty of work

We will not leave you in the dust with problems that are obviously our fault. If a problem is found in your deliverables within [WARRANTY DURATION] of delivery, and the problem is deemed by us to have been caused by our own negligence, we agree to fix the issue to the best of our ability free of charge.

You understand the nature of design and software development, and accept that debugging is part of the process. You will not attempt to make warranty claims for problems that occur naturally in the software development process. Our warranty includes but is not limited to: corrupted files, lost data, and misread requirements. It does not cover problems including but not limited to: software bugs, hardware issues, server outages, user experience issues, and lost data resulting from your negligence.

Technical support

We are not a website hosting company so we don't offer support for website hosting, email, or other services relating to hosting. You may already have professional hosting and you might even manage that hosting in-house; if you do, great. If you don't, we can set up an account for you at one of our preferred hosting providers. Then, the updates to, and management of that server will be up to you.

We are not responsible for outages, hacks, or other related emergencies, and will not be on call for you unless we agreed separately. If you need help with ongoing server maintenance, we can provide a separate estimate.

Software licenses

We buy and maintain our own software licenses for a number of tools that help us do our job. We agree to use our existing licenses while working on your project, but if your project shows reasonable need for software we do not already own, you agree to pay in full for the licenses and give us temporary access as needed.

We guarantee that all software we use has been legally purchased by us for commercial use. You guarantee that all software you provide to us has been legally purchased by you for commercial use. We agree to protect you, and you agree to protect us, from any claim by a third party regarding improperly-licensed software.

Changes and revisions

We don't want to limit your ability to change your mind. The price at the beginning of this contract is based on the number of days or weeks that we estimate we will need to accomplish everything you have told us you want to achieve, but we are happy to be flexible. If you want to change your mind or add anything new, that won't be a problem as we will provide a separate estimate for those additional days or weeks.

If our agreement is open-ended, we will frequently communicate with you as to how much time is being used and provide estimates on an ongoing basis until you no longer require our services, we can no longer accept further work from you, or this contract is terminated.

Dormancy

This project will be considered dormant if we don't receive any communication from you by phone, email, mail, or in person after [DORMANCY DURATION], or if any pending invoices become overdue. At that point, all work will stop immediately and deliverables will be held until communication is re-established and payment is made in full.

Legal stuff

We will carry out our work in accordance with good industry practice and at the standard expected from a suitably qualified person with relevant experience.

That said, we can't guarantee that our work will 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, even if you have advised us of them.

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

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 have permission to use them. When you provide text, images or other artwork to us, you agree to protect us from any claim by a third party that we are using their intellectual property.

We guarantee that all elements of the work we deliver to you are either owned by us or we have obtained permission to provide them to you. When we provide text, images or other artwork to you, we agree to protect you from any claim by a third party that you are using their intellectual property. Provided you have paid for the work and that this contract hasn't been terminated, we will assign all intellectual property rights to you as follows:

You will own the website we design for you plus the visual elements that we create for it. We will give you source files and finished files, and you should keep them somewhere safe as we are 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.

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

Payment schedule

We're sure you understand how important it is for us, as a small business, that you pay our invoices promptly. As we are also sure you will want to stay friends, you agree to stick tight to the following payment schedule:

[PAYMENT SCHEDULE]

We will issue itemized invoices electronically at the end of every [INVOICE FREQUENCY]. Our payment terms are [PAYMENT TERMS] from the send date via [MAIN PAYMENT METHOD], a mailed check to the address on the invoice, or a payment method agreed on separately.

You agree to pay all charges associated with international transfers of funds. All proposals are quoted in USD and payments will be made at the equivalent conversion rate at the date the transfer is made if in a currency other than the aforementioned. We reserve the right to charge interest on all overdue debts at the rate of [INTEREST PERCENT] per month or part of a month.

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 will 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 state and federal courts in the State of [FREELANCER STATE].

THE DOTTED LINE

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

Signed by and on behalf of [FREELANCER NAME]

Title

Date

Signed by and on behalf of [CLIENT NAME]

Title

Date