

WEB DESIGN/DEVELOPMENT CONTRACT

Between Virgos Design And

Bluffs Little Thinkers

SUMMARY:

We'll always do our best to fulfil 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. You won't find any complicated legal terms or long passages of unreadable text in this contract. We've no desire to trick you into signing something you might regret later. We do want what's best for both parties, so in short;

You (Bluff Land Co), located at 306 1st St Suite #3, Sergeant Bluff, IA 51054 ("You") are hiring us (Virgos Design) ("We or Us") to:

Design and develop a responsive, mobile-first, SEO optimized website for Bluffs Little Thinkers.

To include:

- A landing page with "Hero" banner.
- 5 individual pages for the following sections:
 - About, Facility, Parent Resources, Enrollment, Contact.
- Vectorize (SVG) logo/branding assets.
- Web optimized image files.
- Custom color pallet (Hex codes for pallet) and typography selection.
- Hosting on your custom domain.

For the estimated total price of \$2,000 as outlined in our previous correspondence.

Of course it's a little more complicated, but we'll get to that.

...

SHOW THE FULL CONTRACT WHAT BOTH PARTIES AGREE TO

You : You have the authority to enter into this contract on behalf of yourself, your company or your organisation. You'll give us the assets and information we need to complete the project. You'll do this when we ask and provide the formats we ask for. You'll review our work, provide feedback and 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 at the end of this contract.

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

By signing this contract, you agree to the following:

DESIGN SERVICES

We'll create responsive designs which adapt to the capabilities of many devices and screen sizes. To give you a better understanding of our designs, we'll use HTML and CSS predominantly which will also avoid us wasting time mocking up every template as a static visual. Sometimes, we'll use visuals to indicate a creative direction (colour, texture and typography.)

You'll have plenty of opportunities to review our work and provide feedback. We'll share either a Dropbox, Google Drive folder or Github repository or a development site with you. We'll have regular, possibly daily, contact by phone, Slack, or Zoom.

WRITTEN CONTENT

Unless agreed separately, we're not responsible for providing or creation of text or images for your website. We provide professional copywriting and editing services, so if you'd like us to create, or edit original content for you, we'll provide a separate estimate.

GRAPHICS AND PHOTOGRAPHS

You will supply graphic files in an editable, vector digital format including Adobe Illustrator (Ai) or EPS. You will provide high resolution digital photographs. If your design requires stock images, these assets—and the time we spend selecting them—aren't included in our price. We can provide a separate estimate for stock images and research.

CHANGES AND REVISIONS

We won't limit your ability to change your mind. Our price is based on the number of weeks we estimate are needed to deliver everything we've agreed to achieve. If you change your mind, adding extra work won't be a problem and we're happy to be flexible. We'll provide a separate estimate for any additional work.

TESTING

You understand that 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. You agree it does mean

ensuring someone's experience of a design should be appropriate to the capabilities of their browser or device.

We will test our work only 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 older versions unless agreed separately. If you need an enhanced design for an older browser or specific device, we will provide a separate estimate for that. We will test your design using the latest versions of:

iOS: Safari on iPhone and iPad

Android: Google Chrome

We won't test specific Android devices, or other mobile browsers unless we agreed separately. If you need us to test using alternative devices, we will provide a separate estimate.

DELIVERY AND BACKUP

At the end of the project, we'll guide you through the set up a free Github account. We'll use this account to deliver HTML, CSS, and JavaScript files, as well as production and optimised images. You will retain these files as we're not required to keep copies. (They are backed up automatically by using Github)

SEARCH ENGINE OPTIMISATION (SEO)

You understand that since you've opted out of SEO services, while we will build your site using modern up-to-date best practices, we don't guarantee improvements to your search engine ranking, but that the websites we develop are accessible to search engines.

HOSTING

We're a design company—not a hosting company—so should our contract specify that you have full ownership of your content and source files, we will not offer ongoing perpetual support for website hosting, email, or other technical services. You may already have professional hosting and you might even manage that hosting in-house; if you do, great. If you don't already have hosting, we'll recommend a provider and ask you to set up an account.

Setting up your website on a server and adding analytics software is included in our price. After that, unless separately stated, updates to your website and management of your hosting will be up to you.

- Website for Bluffs Little thinkers will be hosted at no charge, on Virgos Design CDN network servers at no charge, for the duration of initial lease period of your domain. This is between 1 and two years generally, but shall not exceed 5 years of complimentary hosting and support.

LEGAL STUFF AND NONSENSE

We carry out work in accordance with good industry practice and at the standard expected from qualified people with relevant experience. That said, we can't guarantee our work will be free from errors. We won'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 us of them.

Your liability to us will be limited only to the price stated in this contract. 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'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

You guarantee the written content you provide is original, or that you have the rights to use it. You also guarantee you have licences to use images which are owned by photographers or have been purchased from stock libraries. You agree to protect us from any claim by owners of copyrighted material. When our work requires licensed fonts or images from stock libraries, we'll ask you to purchase them so you'll be licensed to use them. We guarantee our work is original. When you've paid us in full—and if this contract hasn't been terminated—we'll assign intellectual property rights to you as follows:

You'll own the graphic files we produce during your project. We'll give you permission to use these files for any purpose.

We'll own the unique combination of elements which constitute the complete design. We'll license it to you, exclusively and in perpetuity, for this project only.

DISPLAYING OUR WORK

We love to show off, so we reserve the right to display any aspect of our work as long as doing so doesn't breach any confidentiality agreement. This may include sketches, work-in-progress designs and the finished project on our website, in magazine articles, or in books.

PAYMENT SCHEDULE

You understand how important it is for a small business that you pay your bills promptly. We're also sure you'll want to stay friends, so you agree to stick tightly to the following payment schedule.

The total amount due, of \$2000.00, will be split into two even sums; one (\$1000.00) sum due at signing of this contract and prior to work beginning. And the second (\$1000.00) sum due at completion of the final proof. Please note that you are still entitled to revisions to the final product, and correction of discovered bugs and defects after the final payment has been made and work has been published to hosting.

1. First Payment due on Monday, October 10th 2022.
2. Second Payment due on completion of final proof, estimated at 10-14 calendar days after initiation of project.

Our payment terms are before 3 days from the date of invoice. We issue invoices electronically and our bank account details will be included. Our invoices will be in \$USD. If your currency is different, you agree your payments will be the same value.

You agree to pay all charges associated with international transfers of funds. We reserve the right to charge interest on all overdue debts at the rate of [percentage] per month or part of a month.

BUT WHERE'S ALL THE 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 to adhere to laws and regulations in relation to our activities under this contract and not to cause the other to breach any relevant laws or regulations.

This contract stays in place and need not be renewed. Although its language is simple, the intentions are serious and this contract is a legal document under exclusive jurisdiction of English and Welsh courts.

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Oh and don't forget those men with big dogs.

THE DOTTED LINE

Signed by and on behalf of Keith Robinson, representing Virgos Design

.....Keith Robinson.....

Date: 10/7/2022

Signed by and on behalf of Tammy Matthey, representing Bluff Land Co

.....Kelsey Andersen - Director.....

Date: 10/7/2022

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