**CONTRACT FOR WEB DEVELOPMENT SERVICES**

Between me, **Wayne Stratton** and you, **\_\_\_\_\_\_\_\_\_**

**Summary:**

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

So in short;

You **\_\_\_\_\_\_\_\_\_**, are hiring me **Wayne Stratton**, to design and develop a web site for the estimated total price of $\_\_\_\_\_\_\_ as outlined in our previous correspondence and the ‘Scope of Work’ contained within this document.

**What do both parties agree to do?**

**You:** You have the authority to enter into this contract on behalf of yourself, your company or your organization. You’ll give me everything I need to complete the project in the format I need it. You’ll review my work, provide feedback and approval in a timely manner as well. 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.

**Me:** I have the experience and ability to do everything I’ve agreed to with you and I’ll do it all in a professional and timely manner. I’ll endeavor to meet every deadline that’s set and on top of that I'll maintain the confidentiality of everything you give me. As my client, your success is just as import to me as my own.

**Getting down to the nitty gritty**

**Scope of Work**

Scope of work located here.

Scope of work located here.

Scope of work located here.

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**Design**

I create look-and-feel designs, and flexible layouts that adapt to the capabilities of many devices and screen sizes. I create designs iteratively and use predominantly HTML and CSS so we won’t waste time mocking up every template as a static visual. I may use static visuals to indicate a look-and-feel direction (color, texture and typography.) I call that ‘design atmosphere.’

You’ll have plenty of opportunities to review my work and provide feedback. I’ll share a working Dropbox with you and have regular, possibly daily contact. If, at any stage, you’re not happy with the direction the work is taking, you may cancel pay this contract, but your deposit payment as outlined in this contract is non-refundable.

**Text Content**

I will be responsible for writing or inputting any text copy that is needed to complete the development of your website. Additional pages not already agreed to can be created, and I can provide a separate estimate for that.

**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, I can suggest stock libraries. If you’d like us to search for photographs for you, we can provide a separate estimate for that. If you would like to retain your own photographer, that is also acceptable.

**HTML, CSS and JavaScript**

We deliver web page types developed from HTML5 markup, CSS2.1 + 3 stylesheets for styling and unobtrusive JavaScript for feature detection, poly-fills and behaviors.

**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.

**Desktop Browser Testing**

I test my work in current versions of major desktop browsers including those made by Apple (Safari), Google (Chrome), Mozilla Firefox and Opera. I’ll also test to ensure Microsoft Internet Explorer 9 for Windows users get an appropriate experience. Older browsers are not supported with many of today’s modern designs so If you need an enhanced design for an older browser, I can provide a separate estimate for that.

**Mobile Browser Testing**

Testing popular small-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 work in:

iOS: Safari, Google Chrome

Android 4.x: Google Chrome and Firefox

I currently don’t test Blackberry, Opera Mini/Mobile, Windows Phone or other mobile browsers. If you need me to test using these, I can provide a separate estimate for that.

**Technical Support**

I’m not a website hosting company so I 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, I can set up an account for you at one of my preferred hosting providers. I can set up your site on a server, plus any statistics software such as Google Analytics and we can provide a separate estimate for that if it is not provided in the original estimate. Then, the updates to, and management of that server will be up to you unless you would like to retain my services for that in the future.

**Changes and Revisions**

I know from experience that fixed-price contracts are rarely beneficial to you, as they often limit you to your earliest ideas. I don’t want to limit your ability to change your mind. The price at the beginning of this contract is based on the length of time I estimate I’ll need to accomplish everything you’ve told us me want to achieve, but I’m happy to be flexible. If you want to change your mind or add anything new, that won’t be a problem as I’ll provide a separate estimate for that.

**Legal Stuff**

With all the variables involved in web development 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. 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.

Phew.

**Copyrights**

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.

Then, when your final payment has cleared, copyright will be automatically assigned as follows:

You’ll own the visual elements that I create for this project. I’ll give you source files and finished files and you should keep them somewhere safe as I’m not required to keep a copy. You own all elements of text, images and data you provided, unless someone else owns them.

You’ll own the unique combination of these elements for the purposes of this project that constitutes a complete design and exclusively and in perpetuity for this project only, unless we agree otherwise.

I love to show off my work and share what I’ve learned with other people, so I reserve the right, with your permission, to display and link to your project, to write about it on websites, in magazine articles and in books.

**Payments**

I’m sure you understand how important it is as a small business that you pay the invoices that I send you promptly. As I’m also sure you’ll want to stay friends forever, you agree to stick tight to the following payment schedule.

**Deposit Payment:** $\_\_\_\_\_\_ due within 24 hours of the signing of this contract.

**Final Payment:** $\_\_\_\_\_\_\_\_ due within 24 hours of the launch of your fantastic new website.

**But where’s all the horrible small print?**

Just like a parking ticket, you can’t transfer this contract to anyone else without my 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 under exclusive jurisdiction of the good ol’ United States of America courts.

**The dotted line**

Signed by and on behalf of Wayne Stratton \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed by and on behalf of \_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_