CHRISTA CLARK

Your Phone #
christamarie.c@gmail.com

Your Website
Web Developer
Austin, TX

March 1, 2016

Agreement for Web Development
Between: *Your Name or LLC* and *Client Company Name*

Introduction

I will always do my best to fulfill your needs and meet your goals, but sometimes it is best to have a few simple things written down so that we both know what is what, who should do what and what happens if things go wrong. I have no desire to trick you into signing something that you might later regret. I do want what's best for the safety of both parties, now and in the future.

What do both parties agree to do?

As my client, you agree:

Coordination of any decision-making with parties other than me.

To provide me with everything I need to complete the project including text, account credentials, images and other information as and when I need it.

To review my work, provide feedback and sign-off within agreed timescales.

To be bound by any dates that we set together for deadlines.

To stick to the payment schedule described at the end of this contract.

As the developer, I agree:

I have the experience and ability to perform the services you need from me.

I will carry this service out in a professional and timely manner.

I will respect the confidentiality of any information you give me.

I will endeavor to meet all the deadlines set, but I can't be responsible for a missed launch date or a deadline if you have been late in supplying materials or have not approved or signed off my work on-time at any stage.

HTML/CSS layout templates

I will not test these templates in old or abandoned browsers, for example Microsoft Internet Explorer 8, 9, or 10 for Windows or Mac, previous versions of Apple's Safari, Mozilla Firefox or Opera unless otherwise specified. If you need to show the same or similar visual design to visitors using these older browsers, we will have to re-negotiate an increased rate, as developing for these older browsers in costly and time-consuming.

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Changes and revisions

Changes and revisions can be submitted by the client upon review of each milestone, and finally upon review of the last milestone which will include a project-wide review. If further work is needed after completion of the last milestone, work can be acquired at a cost of $150 USD/hour depending on availability.
**** ***Notice for changes I increased my rates, this will help people stay more concise and send you less revisions***

Canceling this agreement

If you wish to cancel this agreement after development has started, I will retain your down payment and you may be required to make an additional payment to cover the work I've done on a given milestone. This 'kill fee' (not as dangerous as it sounds) will be based on the percentage of the milestone completed.

Liability

I will take the utmost care and attention to ensure that my code is error-free and adequately future-proofed, but due to the rapidly-evolving nature of web standards, browsers and programming languages it is not possible to guarantee that code will function as intended indefinitely 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 arising out of the operation of or inability to operate this web site and any other web pages, even if you have advised me of the possibilities of such damages.

Copyrights

You guarantee to me that any elements of text, graphics, photos, designs, trademarks, or other artwork that you provide us for inclusion in the web site are either owned by your good self, or that you have permission to use them.

When I receive your final payment, copyright is automatically assigned as follows: You own the graphics and other visual elements that I create for you for this project. I will give you a copy of all files and you should store them really safely as I am not required to keep them or provide any native source files that I used in making them.

I love to show off my work and share what I have learned with other people, so I also reserve the right to display and link to your completed project as part of my

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portfolio. Of course I will notify you, and any additional publicity your site gains as a result is of course free of charge.

Milestones
Project setup, installing Wordpress, database, and hosting
Create design prototype and get approval
Build basic template for all pages from prototype
Build individual pages with specified content
Take feedback on designs
Browser testing
Amendments
Final review and feedback, sign-off meeting
Provide separate files

Payments
I am 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, you agree to stick tight to the following payment schedule, which will be as follows, but may be revised based on further conversations between us.

I acknowledge your budget is (state budget amount) $ USD. I estimate this project will take 120 - 180 hours of work. I will be mindful of your budget as I am developing and will be in communication about my progress.

I will invoice for an initial down payment of (I say 1/4 to 1/2 of what the estimated cost is) USD once this agreement has been signed. I will start work after receiving this payment.

I will invoice for the remaining balance once the project is completed. This is due within 7 days after the work has been signed off on by both parties.

_____   _____
Your Name   Client Name

_____   _____
Date   Date

_____   _____
Your Signature   Client Signature