

# Web Development Contract

Between us, Brent, and you, Molly Dyal

## 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. 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 (Molly Dyal), located at 870 UnderHill Ct, Sugar Hill, GA 30518 are hiring me (Brent O'Neill) located at 1623 Paradise Lake Dr., Mt. Pleasant, South Carolina 29464 to for the estimated total price of as outlined in our previous correspondence. 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 organisation. You'll give us everything we need to complete the project as and when and in the format we need it. 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 set out at the end of this contract.

*Us* : We have the experience and ability to do 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.

## Getting down to the nitty gritty

### Design

We create look-and-feel designs, and flexible layouts that adapt to the capabilities of many devices and screen sizes. We create designs iteratively and use predominantly HTML and CSS so we won't waste time mocking up every template as a static visual. We may use static visuals to indicate a look-and-feel direction (colour, texture and typography.) We call that 'design atmosphere.' You'll have plenty of opportunities to review our work and provide feedback. We'll share our working Dropbox with you and have regular, possibly daily contact. If, at any stage, you're not happy with the direction our work is taking, you'll pay us in full for everything we've produced until that point and cancel this contract.

### Text content

We're not responsible for writing or inputting any text copy. If you'd like us to write new content or input text for you, we can provide a separate estimate for that.

### 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 behaviours.

### 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.

## Technical support

We're 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. We 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. Then, the updates to, and management of that server will be up to you.

## Changes and revisions

We know from experience that fixed-price contracts are rarely beneficial to you, as they often limit you to your earliest ideas. We 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 we estimate we'll need to accomplish everything you've told us you want to achieve, but we're happy to be flexible. If you want to change your mind or add anything new, that won't be a problem as we'll provide a separate estimate for that.

## Legal Stuff

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've advised us 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've 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 we create for this project. We'll give you source files and finished files and you should keep them somewhere safe as we're not required to keep a copy. You own all elements of text, images and data you provided, unless someone else owns them.
- We'll own the unique combination of these elements that constitutes a complete design and we'll license its use to you, exclusively and in perpetuity for this project only, unless we agree otherwise.
- We love to show off our work and share what we've learned with other people, so we reserve the right, with your permission, to display and link to your project as part of our portfolio and to write about it on websites, in magazine articles and in books.

## The dotted line

Signed by Brent ONeill **Date:** Mar 18, 2015

Signed by and on behalf of Molly Dyal **Date:**

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