

Between me, Kristopher Watts and you, Shawn Cagle

**Summary:**

I'll always do my best to fulfil your needs and meet your expectations, but it's important to have things written down so that I 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've 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 (Shawn Cagle) are hiring me (Kristopher Watts) to design and develop a web site for the estimated total price of \$1000 as outlined in our previous correspondence. Of course it's a little more complicated, but I'll get to that.

**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 organisation. You'll give me everything I need to complete the project as and when and in the format I need it. You'll review my 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.

*Me:* I have the experience and ability to do everything I've agreed with you and I'll do it all in a professional and timely manner. I'll endeavour to meet every deadline that's set and

on top of that I'll maintain the confidentiality of everything you give me.

## **Getting down to the nitty gritty**

### **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 I won't waste time mocking up every template as a static visual. I may use static visuals to indicate a look-and-feel direction (colour, texture and typography.) I call that 'design atmosphere.'

You'll have plenty of opportunities to review my work and provide feedback. I'll share server access with you and have regular, possibly daily contact. If, at any stage, you're not happy with the direction my work is taking, you'll pay me in full for everything I've produced until that point and cancel this contract.

### **Text content**

I'm not responsible for writing or inputting any text copy. If you'd like me to write new content or input text for you, 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 me to search for photographs for you, I can provide a separate estimate for

that.

## **HTML, CSS and JavaScript**

I deliver web page types developed from HTML5 markup, PHP, CSS3 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.

## **Desktop browser testing**

I test my work in current versions of major desktop browsers including those made by Apple (Safari), Google (Chrome), Microsoft (Internet Explorer), Mozilla Firefox and Opera. I'll also test to ensure Microsoft Internet Explorer 9 for Windows users get an appropriate, possibly different, experience. I'll implement a single column design for older versions of Internet Explorer and I won't test in other older browsers unless you specify otherwise. 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. Then, the updates to, and management of that server will be up to you.

### **Changes and revisions**

The price at the beginning of this contract is based on your budget and the time I'll need to accomplish everything you've told me you want to achieve, but I'm happy to be flexible. If you want to change your mind or add anything new it won't cost you anything extra as long as the requested changes fall within the scope of the project. Please note that the scope is determined by the developer (me).

### **Legal stuff**

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'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 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.

I'll own the unique combination of these elements that constitutes a complete website and I'll license its use to you, exclusively and in perpetuity for this project only, unless I 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 as part of my portfolio and 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, you agree to stick tight to the following payment schedule.

The budget: \$1000

50% of the budget (\$500) is due upfront, and 50% is due on completion.

**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 US courts.

**The dotted line**

Signed by and on behalf of Kristopher Watts, Date: 8 / Apr / 2015  
04/06/2015



Signed by and on behalf of Shawn Cagle Date: 9 / 4 / 2015



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



## Audit Trail

Unique Document: bbb0f5536f7c298ed17d2f06ea1b30c4

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