

Between I Cesar Marroquin
and you _____

Summary:

I will always do my best to fulfil your needs and meet your expectations, but it's important to have things written down so that I 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 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.

You _____ are hiring me Cesar Marroquin, a freelance web designer, to design a mobile/responsive web page and Logo for your business, and to create a facebook and twitter account as well for the estimated total price of \$750 as outlined in our previous correspondence. The logo is being given to you for no charge out of courtesy. Of course it's a little more complicated, but we'll get to that.

Both Parties Agree To:

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.

What I Will Be Doing For You:

I create look-and-feel designs, and flexible layouts that adapt to the capabilities of many devices and screen sizes. I create designs using bootstrap framework and wordpress more often than not.

Photographs

Photographs will need to be provided for custom elements of the webpage such as "testimonials" and an "about us" section. The rest is up to the client's preference.

HTML, CSS and JavaScript

I deliver web page types developed from HTML5 markup, CSS2.1 + 3 stylesheets for styling and unobtrusive JavaScript for feature detection, poly-fills and behaviours. Wordpress is also used for sites in which clients desire the ability to post their own blog content.

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 our work in current versions of major desktop browsers including those made by Apple (Safari), Google (Chrome), Microsoft (Internet Explorer), Mozilla Firefox and Opera. We'll also test to ensure Microsoft Internet Explorer 9 for Windows users get an appropriate, possibly different, experience. We'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 our 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 am 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 our preferred hosting providers. Then, the updates to, and management of that server will be up to you.

Depending on whether or not you elected to pay for a monthly service plan, the following information may or may not apply to you. If you have chosen to pay for a monthly service plan my plan gives you two hours of new content updates and redesign every week, security updates and bug fixes are done for you free of charge. If you would like more time for support, I can provide a separate estimate for that. I understand technical issues arise occasionally, and if they do you are free to contact me. I will fix them as soon as possible, and they do not cut into your hours of technical support. To clear any confusion, the two hour technical support is for new content updates, bug fixes or security updates are done by me for free.

If you elect to not use my monthly service, I will be exempt from providing any and all service to you unless any technical issues arise that I created unknowingly such as bugs. You can use the web info I will provide to you and have another web developer or person knowledgeable in

modern web design assist you. I will however not neglect an issue that is part of my doing and a programming mistake, if you happen to find one I will not hesitate to eradicate it as promptly as possible. I can assist you with other design work if you do not elect the monthly plan, by charging a separate rate for the work requested. The details will obviously vary depending on the time and difficulty of the project. Although I am creating for you a facebook and twitter account for your business, I will not manage them for you without being part of the monthly service plan. I will assist you in creating them but not managing. If search engine optimization and online marketing is something you would like to have done, I will provide a separate estimate for that as well.

Legal Info:

I can't guarantee that our 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.

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.

You'll own the visual elements that I 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.

I love to show off our work and share what we've learned with other people, so I 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.

Payments:

A down payment of \$250 will be received in order to commence work. The remainder will be paid in upon completion of the project itself.

If monthly service for the website is chosen, you agree to pay the amount of \$30 every _____ of each month starting on _____.

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 United States courts.

Final Signature:

Signed by and on behalf of _____

Signed by and on behalf of _____

Date _____

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