

## Independent Web Design Contract

This is a contract agreement between \_\_\_\_\_ (Client) and \_\_\_\_\_ (Contractor). As part of the contract, the client will agree to share contact information below.

Contact Name \_\_\_\_\_ Phone \_\_\_\_\_

Company/Client \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

ZIP \_\_\_\_\_ Country \_\_\_\_\_ Email \_\_\_\_\_

WWW URL (If present at the time) \_\_\_\_\_

Username \_\_\_\_\_ Password \_\_\_\_\_

This contract is in our best interest to fulfil your needs and meet your expectations. It states the responsibilities of both parties involved and what the outcome will be if the project is sidetracked. The contractor will review the contract with the client for any questions regarding terms not understood by the client or confusion of the contract. The contract will ensure what is best for the parties, now and in the future.

Please read through the following contract before signing.

- 1. Service Agreement:** The client will provide the following assets and information about his/her business required to start the project. Information will be sent to the contractor by a deadline given by the contractor and in the following format requested so. The contractor has agreed to complete the project in a professional and timely manner by meeting a deadline unless extended.
- 2. Deadline:** The contractor has the ability to set the deadline for all information (e.g. images, artwork, texts) regarding the client's business. It is the client responsibility to provide the information by the deadline or additional fees may occur. The client will be able to set the deadline for the completion of the project. Max deadline will be one month.
- 3. Domain Registration:** It is the client's responsibility to register the domain name of their website and take responsibility for trade marks. The contractor then must request for the domain name to be used for the release of the website.
- 4. Development Set-up:** The client can choose to perform the development on the site to be in local host or a live host. Development phase on a live host will add an additional fee determined by the hosting package to pay for the live host. There will be no fee to develop on a local host.

- 5. Design:** The contractor must review with the client how the project will be managed. A Content Management System (CMS) will be the base of the project. A pre-built template (price varies) is picked out by the contractor and approved by the client. The contractor will then design by code and/or by template. The price of the template (if any) will be added to the client's fee. No design will be perfect. The contractor does not guarantee the design will fit the clients needs and/or coding may be necessary based on the experience of the contractor.
- 6. Theme License:** Any theme the client chooses are themes that are licensed for the contractor to use legally for any purposes such as modifying the core structure by hard-coding.
- 7. Revisions:** To properly meet the deadline of the project, revisions are set in place to deliver the project in a timely manner. The contractor will set the number of revisions (determined by the estimate size of the site) during the design and will have the ability to add extra revisions. Revisions may include content delivering (texts, images) and the layout of the design even after project completion.
- 8. Graphics and Images:** Graphics and images used in the project is obtained from the client and is held responsible for ownership. The client may request for photographs to be taken and additional fees may be applied. Requested photography is the contractor's responsibility to perform this additional service unless he has assigned an individual or group this service. By providing these images, the client agrees that it is their own images, and not pirated images, unless the client purchases the image(s) legally. The contractor has the ability to modify the image(s) if the client requests to do so, only if it is not obtained and/or purchased from the world wide web.
- 9. Credits:** A credit page will be assigned to the footer of the website to credit any work that is used for free of use. Icons and/or symbols that are used in pages must be credited to the author of the work.
- 10. Text Content:** The text content provided by the client is used in the CMS which the contractor does not have the ability to change/add the text content unless approved by the client. Any texts the client provide is in his/her own words and not copied from the world wide web. Contractor will not be liable for copy right the client provides.
- 11. Third Party and/or Client Modifications:** The contractor will not be responsible for any damage done to the site if the client and/or third party attempts to modify any visual and/or backend of the website. Additional fees may be applied if the client requests a damage fix from the contractor.
- 12. Search Engine Optimization (SEO):** The contractor does not guarantee improvements to your website's search engine ranking.

- 13. Hosting:** Hosting packages are provided in the contractor's website. If the client chooses to find a different host, the contractor is responsible for installing and uploading the websites files and database only and no other service will be provided.
- 14. Ownership:** This will depend if the client wishes to use the reseller hosting package with the contractor. The contractor obtains a license to use a theme. If the theme used in the website is hosted by the reseller (contractor) then the ownership will go to the reseller, depending on the hosting package purchased. The maintenance of a website will need to be done by the client and not the contractor if no package is purchased. Maintenance of a website explained more in **10**.
- 15. Maintenance and Support:** Websites will need regularly maintenance and check up. Keeping the website's software updated with the latest version of patches and security will keep the code of the site free of malicious activities. Maintenance and support is not a free service and is only obtained by purchasing a package from the contractor's reseller hosting package. If the client's website is down and is not on a hosting package, the contractor will not be held responsible for any work on the site and the client will be informed to contact customer support by the contractor's hosting provider.
- 16. Servers:** The hosting server does not guarantee that websites will not be down. Hosting servers have a scheduled and unscheduled downtime. A scheduled downtime will occur on a given day/time and we will notify you of any server issues. An unscheduled downtime will occur random and web pages may be down 24-48 hours, which is normal. It is not the contractor's responsibility that the websites will be down. As computers and hardware's are bound to malfunction but we ensure you that the hosting provider will resolve the issue as soon as possible, and the contractor will remain in communication with customer support.
- 17. Browser Testing:** Upon completion of the project, the contractor's responsibilities are to test the project on major browsers (Google Chrome, Apple Safari, Mozilla Firefox) for an appropriate experience.
- a. Mobile Testing:** Testing on a mobile device is necessary for ensuring quality experience for mobile users and is capable of performing the functions of the website properly. The contractor may reach out to the general public for device testing and marketing purposes. Be aware older phones (5 years and lower) may not function as properly is still considered successful for operating towards recent devices.
- 18. Liability:** This contract does not guarantee that the project will deliver a perfect project as the design and development is built around the experience of the contractor. The contractor will not be liable to you and/or any third party damages, including loss of profits, data, business revenue, business information, and failure to sell its services and/or products even if the contractor is advised by the client.

**19. Intellectual Property Rights:** As stated in 3 and 4, the client guarantees that all elements of texts, artwork, videos, and/or images provided are owned by the client themselves, or have purchased and/or received permission to use. By providing this information toward the project, the client agrees to protect the contractor from claims made by third parties to take into account that we are using their intellectual property. Any additional information provided by the contractor guarantees that all elements of texts, artwork, videos, and/or images provided are owned by the contractor unless stated otherwise.

**20. Project Display:** Upon completion of the project, the contractor has the ability to display and advertise all aspects of the project to the general public. The project may or may not be displayed in the contractor's portfolio.

**21. Payment:** Payments must be received in a timely manner according to the contractor. Initial payments must be received to begin the project.

**Initial Payment:** \_\_\_\_\_.

**Date of First Payment:** \_\_\_\_\_ **Initial:** \_\_\_\_\_.

**Addition Information:** \_\_\_\_\_.

**Second Payment (if necessary):** \_\_\_\_\_.

**Date of First Payment:** \_\_\_\_\_ **Initial:** \_\_\_\_\_.

**Addition Information:** \_\_\_\_\_.

**Final Payment:** \_\_\_\_\_.

**Date of First Payment:** \_\_\_\_\_ **Initial:** \_\_\_\_\_.

**Addition Information:** \_\_\_\_\_.

I have read and understand the agreement is a binding payment of labor/work. I understand that failure to make payments according to this agreement can result in legal action and the contractor will have the ability to cancel the contract if agreements are not met. This contract cannot be modified and/or deface by the client.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_.