Between: Kurt Schneider & TerraCasa Contracting

**Summary:**

We’ll always do our best to fulfill 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 (TerraCasa Contracting), located at (     ) (“You”) are hiring us (Kurt Schneider Web Development) (“We or Us”) to:

* Design and develop a web site

For the estimated total price of $600 as outlined in our previous correspondence.

We will have the full project completed 28 days after the payment date, and the 50% project completion date is 14 days after the completion date.

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 organization. You’ll give us the assets and information we tell you we need to complete the project. You’ll do this when we ask and provide it in the formats we ask for. 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 visuals to indicate a creative direction (colour, texture and typography.) We call that ‘atmosphere.’

You’ll have plenty of opportunities to review our work and provide feedback. We’ll either share a Dropbox, Google Drive folder or Github repository or development site with you and we’ll have regular, possibly daily contact.

**Text content**

Unless agreed separately, we’re not responsible for inputting text or images into your content management system or creating every page on your website. We strictly follow what services are purchased, as mentioned in the “Summary" section above.

**Graphics and 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, we can suggest stock libraries. If you’d like us to search for photographs for you, we can provide a separate estimate for that.

**HTML, CSS, and JavaScript**

We deliver web page types developed from HTML markup for content, CSS for styling and responsiveness, and JavaScript for functionality.

**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.

We test our work in current versions of major desktop browsers including those made by Apple (Safari), Google (Chrome), Mozilla Firefox and Opera. We won’t test in other older browsers unless we agreed separately.

**Mobile browser testing**

Testing using popular smaller 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. We test our designs in:

iOS 9: Safari, Google Chrome

Android: Google Chrome

We won’t test in Blackberry, Opera Mini/Mobile, specific Android devices, Windows or other mobile browsers unless we agreed separately. If you need us to test using these, we can provide a separate estimate for that.

**Technical support**

This contract only addresses the initial setting up of the website, no ongoing technical support. 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 add you onto my hosting plan, saving you the hassle of setting your own hosting up. If you are interested a separate estimate can be provided.

**Search engine optimization (SEO)**

We don’t guarantee improvements to your website’s search engine ranking, but the web pages that we develop are accessible to search engines.

**Single Point of Contact**

All communication and feedback is to be through one designated person within your organization. This prevents unnecessary back and forth or conflicting opinions.

**Changes and revisions**

We don’t want to limit your ability to change your mind. The price at the beginning of this contract is based on the fixed price we charge for building a website to meet your requirements, but we’re happy to be flexible. You are allowed up to two free revisions, and after that we can provide a separate estimate for any additional revisions.

**Legal stuff**

We’ll carry out our work in accordance with good industry practice and at the standard expected from a suitably qualified person with relevant experience.

That said, 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.

Your liability to us will also be limited to the amount of fees payable under this contract and you won’t be liable to us or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if we’ve advised you 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.

**Intellectual property rights**

Just to be clear, “Intellectual property rights” means all patents, rights to inventions, copyright (including rights in software) and related rights, trademarks, service marks, get up and trade names, internet domain names, rights to goodwill or to sue for passing off, rights in designs, database rights, rights in confidential information (including know-how) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or shall subsist now or in the future in any part of the world.

Jeez.

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. When you provide text, images or other artwork to us, you agree to protect us from any claim by a third party that we’re using their intellectual property.

We guarantee that all elements of the work we deliver to you are either owned by us or we’ve obtained permission to provide them to you. When we provide text, images or other artwork to you, we agree to protect you from any claim by a third party that you’re using their intellectual property. Provided you’ve paid for the work and that this contract hasn’t been terminated, we’ll assign all intellectual property rights to you as follows:

You’ll own the website we design for you plus the visual elements that we create for it. 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 intellectual property rights of text, images, site specification and data you provided, unless someone else owns them.

We’ll own any intellectual property rights we’ve developed prior to, or developed separately from this project and not paid for by you. 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.

**Displaying our work**

We love to show off our work, so we reserve the right to display all aspects of our creative work, including sketches, work-in-progress designs and the completed project on our portfolio and in articles on websites, in magazine articles and in books.

**Payment schedule**

We’re sure you understand how important it is as a small business that you pay the invoices that we send you promptly. As we’re also sure you’ll want to stay friends, you agree to stick tight to the following payment schedule.

To send payment, we prefer e-transfers to the email [k.w.schneid@gmail.com](mailto:k.w.schneid@gmail.com). You should be able to perform these transfers easily through your online bank account. Alternatively, we can send you a Paypal invoice.

We request 50% payment up front and 50% payment upon completion of the project.

The first payment is to be made immediately and we will not begin work until received.

Any additional add-ons (i.e. domain/hosting purchases, additional pages, design consulting, etc…) will be added as a separate invoice and will be due with the final payment. Upon receipt of the final payment we will send over any training materials, project files, and logins required.

If termination of this contract occurs at any point after the first payment, there is an applicable cancellation fee of 25% of the total cost of the project. If termination of this contract occurs after 50% of project completion, full payment is due.

We issue invoices electronically. Our payment terms are three days from the date of invoice by BACS or the SWIFT international payments system. All proposals are quoted in CAD and payments will be made at the equivalent conversion rate at the date the transfer is made.

You agree to pay all charges associated with international transfers of funds. The appropriate bank account details will be printed on our electronic invoice. We reserve the right to charge interest on all overdue debts at the rate of 5% per month or part of a month.

**But where’s all the horrible small print?**

Just like a parking ticket, neither of us can transfer this contract to anyone else without the other’s permission.

We both agree that we’ll adhere to all relevant laws and regulations in relation to our activities under this contract and not cause the other to breach any relevant laws or regulations.

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 Canadian courts.

Oh and don’t forget those men with big dogs.

**The dotted line**

Signed by and on behalf of Kurt William Web Development

Kurt Schneider, 5/5/2017

Signed by and on behalf of

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The designated contact should sign above and keep a copy for their records.

Thank you Stuff & Nonsense for their Killer Contract Template (<https://stuffandnonsense.co.uk/projects/contract-killer/>).