

# STATEMENT OF WORK



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# Contract / Statement of Work / Agreement

## Between More Better Faster and Acme Corp

### 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've 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 Acme Corp ("You") are hiring More Better Faster ("We or Us") to:

- Create requirements and document/wireframe a solution
- Design and develop a web application
- Deploy product to a production environment
- For the flat rate of \$24,000

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 endeavor to meet every deadline that's set and on top of that we'll maintain the confidentiality of everything you give us.

## Many More Details

The following sections are standard for all works we provide. They may or may not be applicable for your specific project. For example, if we're contracting to do wireframes, the sections about providing code and browser testing do not apply. I think you get it.

### 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 (color, texture and typography.)

While we try our best to provide pleasing designs, we do not specialize in

design. You may wish to contract with a different Designer to provide a more stylized version of your application or website. In this circumstance, the third party can work directly with us or through you. Please bear in mind that our timelines will be directly affected by their deliverables.

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 contact.

If, at any stage, you change your mind about what you want to be delivered and are not happy with the direction our work is taking you'll pay us in full for the time we've spent working with you until that point and terminate this contract.

## **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, CSS stylesheets for styling and unobtrusive JavaScript for feature detection, poly-fills and behaviors.

## **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), Microsoft (Edge), and Mozilla Firefox. We'll also test to ensure that people who use Microsoft Internet Explorer 11 for Windows get an appropriate experience. We won't test in other older browsers unless we agreed separately. If you need an enhanced design for an older browser, we can provide a separate estimate for that.

## **Mobile browser testing**

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 the latest iOS using Safari and Google Chrome, and Google Chrome on the latest Android version.

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**

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 suggest a provider that meets your needs. We can walk you through setting up the account, but the account must be owned and operated by you. We may need specific access to your account to deliver the finished product. Then, the updates to, and management of that server will be up to you, unless we agree otherwise.

## **Tools of the Trade**

In order to provide the best development and deployment experience using best practices, we may require you to purchase additional services to support the product. We respect your budget and won't suggest outrageous services.

## **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.

## **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 effort that 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 those additional requirements.

During the process of development, we'll discuss what's included and what's additional work. This is called "scope" which can be confusing at times. We'll try our best to explain what is in scope and what's out of scope.

## **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.

## **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.

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, application or deliverables we create 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.

Some of the work we create is based on Open Source Software. Some is required to be shared with the community while others are shared to benefit the community as a form of good will. None of the works that we may share will be industry or trade secrets of yours. For example, we'll never share your secret algorithm for suggesting the next best widget to purchase. We may share a way to make sites respond quicker on legacy phone browsers that we learned during the execution of your project.

## **Displaying our work**

We love to show off our work, so we reserve the right to display any publicly viewable portions 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. Proprietary company information will never be shared. We retain the right to mention that You contracted us for work.

## **Payment**

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 details schedule.

### **Details**

Payment is important, so we need to include a few details:

- A down payment of \$10,000 is due before we actively begin working on the project
- The remaining balance is due in 60 days.

### **Payment schedule**

We issue invoices electronically. Our payment terms are 10 days from the date of invoice (unless specified differently on the invoice). These can be paid online via Credit Card or through the mail with Check.

We reserve the right to charge interest on all overdue debts at the rate of 1% 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 Wisconsin courts.

## **How do you accept this agreement?**

Our relationship is built on trust, but it's good to set expectations right out of the gate. That's what this document is all about. To accept this contract, all you have to do is reply via email that you accept the contract as written, and then we'll get started.

Sometimes, the legal departments want signatures. If that's the case, you can sign and date the contract and send it back to us. We'll reply with a signed version of it as well, and then we can get going.

## **Detailed Statement of Work**

Sure, some bullet points at the top of the contract are nice, but what are we actually going to do? Let us spell it out for you:

We're going to be building an application where visitors can purchase anvils. This website and application will have a set of marketing pages, some self-hosted videos of demonstrations, a member's area with a forum for the anvil users group, and a system to purchase anvils. The purchase process will run through your billing tool, so we'll need to

integrate with it.

You understand that when we complete the requirements document, we'll consider that the scope of the project. In rare instances, the scope is expanded beyond what can be covered with this contract's rate. At that point, we'll notify you and give you options to move forward.

The timeline looks like this:

## **Month 1**

We'll get you the requirements document and a set of wireframes. We expect there will be some back-and-forth throughout this process.

## **Month 2**

The initial phase of development that will showcase the marketing pages and the user forum will be developed.

## **Month 3**

You'll begin testing the marketing, adding different pieces / providing different videos, and testing the forum software.

We'll be developing the mechanism to purchase the anvils using your software integration. Keep in mind, this timeline may stretch out as we have to work with your third party. We can't be responsible for the delays they make take answering our questions and providing test materials. We're confident we'll be able to develop a strong working relationship with your vendor, and expedite a lot of these conversations.

## **Last Month**

During the last month of the engagement, you'll be responsible for testing the final product. Then, on a mutually suitable date, we'll release the

product to production.

## **Support**

We provide support for bug fixes for 3 months after a project is released to production. These include material mistakes in the way the application was put together. It does not cover scope and feature adjustments that differ from the requirements and wireframe. For example, if there is a spelling mistake in an email to a user, we will fix that. If you want to introduce SMS messaging (where there previously was none before), and feel this is 100% important for your product to succeed, we will need to quickly negotiate a new project agreement.

## **Signatures**

If you need to sign this document, you can do so below. Otherwise, email response as an "electronic signature" is fine with us.