Between us, **Qoppa, LLC. (Qoppa)** and you, **Client Name (Client)**

**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.

Client Name

Client Address

Town, ST 12345

(000) 000-0000

7637 Nuthatch Cir

Parker, CO 80134

(303) 875-7843

max@qoppa.com

[maxquattromani.com](http://maxquattromani.com)

Qoppa, LLC.

Below is our proposed bid for the creation of a new clientwebsite.com website:

| Stage | Explanation | Time | Cost |
| --- | --- | --- | --- |
| Discovery | Research and meet with client to determine their current situation and needs. | n/a | $0 |
| Define | Establish and determine the scope of the project, planning, and project agreement. | n/a | $0 |
| Design | Prototyping, Style Guide, Pattern Library, System Architecture, and Template Design | 40 Hrs.  (2 weeks) | $3800 |
| Develop | Coding, SEO, Reporting/Analytics setup | 60 Hrs  (3 weeks) | $5700 |
| Deploy | Site Upload, Author Training, Beta Period Maintenance and Bug Fixes | 20 Hrs  (1 week) | $1900 |
|  |  | 120 Hrs  (6 weeks) | $11,400 |
| Total |  |  | $10260 |

So in short;

You, Client, located at Client Address, ST 12345, are hiring us, Qoppa, located at 7637 Nuthatch Circle Parker, CO 80134 to design, develop, and launch a web site for the estimated total price of $0000.00 as outlined in the above table. Of course it’s a little more complicated, but we’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 organization. You’ll provide us with everything we need to complete the project as, and when, and in the format we need it. 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.

**Getting down to the nitty gritty**

You’ll have plenty of opportunities to review our work and provide feedback. We’ll share our working development environment with you and have regular contact as needed. If, at any stage, you’re not happy with the direction our work is taking, you’ll pay us in full through the current stage at that point and cancel this contract.

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**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 static visuals to indicate a look-and-feel direction (color, texture and typography.) Known as the ‘design atmosphere.’

**Text content**

We’re not responsible for writing, creating, or proofreading any text copy. However we will fix obvious typos, if found, and alert you to the best SEO practices with regards to your content and make suggestions on how to improve it.

**SEO**

We cannot guarantee any specific improvements to search engine ranking, nor can we promise to get a site higher up or to the 'top of Google', but we build your site with the known best practices that will make the site accessible to search engines in an effort to increase its chances of matching your site with relevant searches.

**Photographs**

You will supply photographs in a high resolution digital format. We will compress the photos for website performance. Photo editing can be provided at our hourly rate, we can provide a separate estimate for that.

**HTML, CSS and JavaScript**

We deliver web pages developed from HTML5 markup, CSS3 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.

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**Desktop browser testing**

We 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 8 for Windows users get an appropriate, possibly different, experience. We’ll implement a single column design for older versions of Internet Explorer and we won’t test in other older browsers unless you specify otherwise. If you need an enhanced design for an older browser, we 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. We test our work in:

iOS: Safari, Google Chrome

Android 4.x: Google Chrome and Firefox

We currently don’t test Blackberry, Opera Mini/Mobile, Windows Phone or other mobile browsers. 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 set up an account for you at one of our preferred hosting providers. We can set up your site on a server, plus any statistics software such as Google Analytics and we can provide a separate estimate for that. Then, the updates to, and management of that server will be up to you.

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**Changes and revisions**

We know from experience that fixed-price contracts are rarely beneficial to you, as they often limit you to your earliest ideas. We don’t want to limit your ability to change your mind. The price at the beginning of this contract is based on the length of time 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 that.

**Legal stuff**

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. 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 we 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.

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

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**Payments**

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.

| Portion Due | Explanation of Payment | Amount Due |
| --- | --- | --- |
| 1/2 | 50% of the project bid is due upon agreement to the contact. | $0 |
| 1/4 | 25% of the project bid is due upon the initial deployment of the site to live server. | $0 |
| 1/4+\* | 25% (\*plus any additional agreed upon estimates for extended or added work) is due at the end of the 10 day trial period. | $0000 +\* |

All payments are due within 15 days of billing. Late payments will be charged a 1.5% compounded monthly late fee. Should a payment be late, Qoppa, LLC. reserves the right to freeze all work until accounts are settled.

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

Just like a parking ticket, you can’t transfer this contract to anyone else without our 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 the court system of the United States of America.

**The dotted line**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed by and on behalf of Qoppa, LLC. Date [date]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Qoppa, LLC.

Signed by and on behalf of Client Name Date [date]

**Additional stuff not bound by the contract**

There may be a desire for future branding and promotional materials including custom flyers, print pages, PDF’s, etc. As well as branded emails and digital newsletters.

The cost for future work is difficult to pin down, however; for the purpose of building ballparks - print design work will estimate at **$95**/page (per side), and digital work (emails, newsletters, etc.) are estimated at **$285**/campaign.

These estimates reflect a current hourly rate of **$95/hr**. In the future this rate is likely to be higher, by how much is undeterminable at this time. In the meantime, this rate is good through 2014.

**WEB DESIGN SIGN-OFF**

Client name:

Project name:

In signing this document, you are in agreement that the above work meets your specifications. Please note that changes to any project elements after sign-off may be subject to additional charges.

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Qoppa, LLC.

Signature:

Date: