**WEBSITE DESIGN AGREEMENT**

#### Summary:

We’ll always do our best to fulfil 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 Kasey Gonzalez of Duo Slay Studio located in the Bronx is hiring us, Roselynn Frempong to:

* Design and develop a web site

For the estimated total price of $200 as outlined in our previous correspondence.

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.

#### Design

We create designs that adapt to the capabilities of many devices and screen sizes. We create them 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.) 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 by either phone, Skype, or Slack.

If—at any stage—you change your mind about what you want delivered or aren’t happy with the direction our work is taking, you’ll pay us in full for the time we’ve spent working until that point and may terminate this contract.

#### 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 provide professional copywriting and editing services, so if you’d like us to create new content or input content for you, we’ll provide a separate estimate.

#### 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.

#### HTML, CSS and JavaScript

We deliver pages developed from HTML markup, CSS stylesheets for styling and unobtrusive JavaScript for 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), Mozilla Firefox and Opera. 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

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**: Safari and Google Chrome  
**Android**: Google Chrome

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

#### 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 will recommend one of our preferred hosting providers. We can set up your site on a server, plus any statistics software such as Google Analytics and will provide a separate estimate for that. Then, the updates to, and management of that server will be up to you.

#### Search engine optimization (SEO)

We cannot guarantee any improvement to a search engine ranking, nor can we promise to get a site higher up or to the 'top of Google', but we build every site in a way that is accessible to search engines in an effort to increase its chance

#### 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 number of weeks 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 weeks.

#### Legal liability

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 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.

Payment 1: $100 due at January 22, 2021

Payment 2: $100 due at February 15,2021

We issue invoices electronically. Our payment terms are 30 days from the date of invoice by BACS or the SWIFT international payments system. All proposals are quoted in us dollar 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 [percentage] 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 U.S courts.

**REVISIONS ENTITLEMENT**

* The Client is entitled to 5 revisions of the work conducted by the Designer. Any revisions exceeding this amount will be chargeable at a rate of $20 per revision.

**CONFIDENTIALITY**

* [All terms](https://www.lawinsider.com/clause/confidentiality-clause) and conditions of this Agreement and any confidential information must be kept confidential, unless the disclosure is required pursuant to process of law.
* Disclosing or using this information for any purpose beyond the scope of this Agreement, or beyond the exceptions set forth above, is expressly forbidden without the prior consent of the Parties.
* The Parties agree that the confidentiality clause in this Agreement will remain active and in power even upon the termination of this Agreement.

**INTELLECTUAL PROPERTY**

* The Designer agrees that any intellectual property provided to him/her by the Client will remain the sole property of the Client, including, but not limited to, copyrights, patents, trade secret rights, and other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, works of authorship, confidential information or trade secrets.
* The Designer will refrain from using such intellectual property upon the termination of this Agreement.

**AMENDMENTS**

* The Parties agree that any amendments made to this Agreement must be in writing, where they must be signed by both Parties to this Agreement.
* Accordingly, any amendments made by the Parties will be applied to this Agreement

**ASSIGNMENT**

* The Parties hereby agree not to assign any of the responsibilities in this Agreement to a third party, unless consented to by both Parties in writing.

**ENTIRE AGREEMENT**

* [This Agreement](https://www.lawinsider.com/clause/entire-agreement) contains the entire agreement and understanding among the Parties to it with respect to its subject matter, and supersedes all prior agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to its subject matter. The express terms of the Agreement control and supersede any course of performance and/or usage of the trade inconsistent with any of its terms.

**REPRESENTATION AND WARRANTIES**

* The Parties agree and disclose that they are fully authorized to enter this Agreement. Both Parties’ performances and obligations are not to violate the rights of any third party or else violate other, if any, agreements made between them and/or any other organization, person, business or law/governmental regulation.

**DISCLAIMER OF WARRANTIES**

* The Designer warrants to complete the Services listed in this Agreement as per the Client’s requirements and specifications. However, the Designer does not represent or warrant that such services provided in this Agreement will create additional sales, exposure, brand recognition, profits or other benefits.
* In addition to the above, the Designer holds no responsibility towards the Client in the event that the delivered work does not lead to the Client’s desired results.

**LIMITATION OF LIABILITY**

* Under no circumstances will either party be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to this Agreement or the transactions it contemplates (whether for breach of contract, tort, negligence, or other form of action) in the event that such is not related to the direct result of one of the Parties’ negligence or breach.

**SEVERABILITY**

* In the event that any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain in force in accordance with the Parties’ intention.

**SIGNATURE AND DATE**

* The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated by their signatures below:

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| --- | --- |
| DESIGNER  Name: Roselynn Frempong\_\_\_\_\_  Signature:\_Roselynn Frempong\_\_\_\_\_\_  Date:\_01/18/21\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | CLIENT  Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |