Project Agreement

2016-07-27

Between ARETSKY'S PATROON and RYAN DEUSSING

Overview

I'll always do my best to fulfill your needs and meet your expectations, but it's important to have things written down so we'll both know what's what, who should do what and when, and what will happen if something goes wrong. In this agreement you won't find any complicated legal terms or long passages of unreadable text. I have no desire to trick you into signing something that you might later regret. What I want is what's best for both parties, now and in the future.

So, in short:

You (ARETSKY'S PATROON) are hiring me (RYAN DEUSSING) located at 31-10 23RD STREET #3i, ASTORIA, NY 11106 to develop a web site for the total price of \$2,000 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 do?

You: You have the authority to enter into this contract on behalf of yourself, your company or your organization. You'll give me everything I'll need to complete the project as and when and in the format I need it. You'll review my work, and 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 agreement.

Me: I have the experience and ability to do everything I've agreed with you and I'll do it all in a professional and timely manner. I'll endeavor to meet every deadline that's set and on top of that I'll maintain the confidentiality of everything you give me.

Getting down to the nitty gritty

Assets

I already have the assets for this project.

Text content

I already have the assets for this project.

Photographs and Images

I already have the assets for this project.

HTML, CSS and JavaScript

I deliver web page types developed from HTML5 markup, CSS3 stylesheets for styling, and 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.

Desktop browser testing

I test my work in current versions of major desktop browsers including those made by Apple (Safari), Google (Chrome), Microsoft (Internet Explorer most recent 2 versions) and Mozilla Firefox.

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. I test my work in:

iOS: Safari, Google Chrome; Android: Google Chrome

Hosting & Content Management

The result of my work will be a *static website* powered by a flexible, open source website generator called Jekyll. Jekyll has been around about ten years, is under constant development, and is the most popular such tool of all time.

Furthermore, the Jekyll-powered website I deliver will be editable through a hosted Content Management System purpose-built for Jekyll projects. My current favorite is CloudCannon, but there are several to choose from. All of these services charge monthly or annual fees for use.

One of the benefits of using Jekyll is that there is no lock-in with any vendors: host, CMS, or developer. Jekyll projects can be easily transferred between hosts or CMS services with Jekyll support, and any developer can take over an existing Jekyll project and me deploying within a few minutes.

Timeline

The project will launch 2 weeks from deposit payment.

The project schedule will be documented using project management software and I will be in weekly contact to keep you abreast of progress against our goals and deadlines.

Support

Like all software, web sites are a collection of moving parts that you control, built on top of another collection of moving parts that you do not control. Software is never done or complete - the very best it can be is fully functional and stable.

I provide free, unlimited support to clients for 90 days after launch. Beyond that period, I either charge hourly when I address issues, updates, and necessary changes, or I provide those services under a separate retainer agreement.

Legal stuff

I can't guarantee that my work will be error-free and so I 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 me 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

You own the copyright for your project, free and clear.

I love to show off my work and share what I've learned with other people, so I reserve the right, with your permission, to display and link to your project as part of my portfolio and to write about it on websites, in magazine articles and in books.

Payments

I'm sure you understand how important it is that you pay the invoices that I send you promptly. As I'm also sure you'll want to stay friends, you agree to stick tight to the following payment schedule:

- 50% deposit due at project kickoff
- 50% due upon launch

But where's all the horrible small print?

Just like a parking ticket, you can't transfer this contract to anyone else without my permission. This contract stays in place and need not be renewed. Although the language is simple, the intentions are serious and this contract is a legal document under exclusive jurisdiction of New York State courts.

The dotted line

Signed on 2016-07-27 by RYAN DEUSSING

Signed on: $\frac{7}{2}$

by ARETSKY'S PATROON