

# Starcore Labs Standard Contract

Contract Date: \_\_\_\_\_

Client Name: \_\_\_\_\_

Project Start: \_\_\_\_\_

Project End: \_\_\_\_\_

## Summary:

I always do my 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. I have no desire to trick you into signing something that you might later regret. What I do want is what's best for both of us, now and in the future.

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So in short;

You \_\_\_\_\_, are hiring me, Michael Douglas, from Starcore Labs  
(<http://starcorelabs.com/>)

to develop: \_\_\_\_\_  
\_\_\_\_\_

For the estimated total price of \_\_\_\_\_,

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 need to complete the project as and when and in the format I need it. You'll review my 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 agreement. Half upfront and half upon completion of the project.

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*Me:* I have the experience and ability to do everything I've agreed with you and I'll do it 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**

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### **Design**

I create look-and-feel designs, and flexible layouts that adapt to the capabilities of many devices and screen sizes. I create designs iteratively and use predominantly HTML and CSS so I won't waste time mocking up every template as a static visual. I may use static visuals to indicate a look-and-feel direction (color, texture and typography.) I call that 'design atmosphere.'

You'll have plenty of opportunities to review my work and provide feedback. I'll share a folder with you on my Dropbox and have regular, possibly daily contact. If, at any stage, you're not happy with the direction our work is taking, you'll pay me in full for everything I've produced up to that point and cancel this contract.

### **Text content**

I'm not responsible for writing or inputting any text copy. If you'd like me to write new content or input text for you. I can provide a separate estimate for that.

### **Photographs**

You should supply graphic files in an editable, vector digital format (svg). You should supply photographs in a high resolution digital format (jpg or png). If you choose to buy stock photographs, I can suggest stock libraries. If you'd like me to search for photographs for you, I can provide a separate estimate for that.

### **Video and Music**

You should supply any videos and/or music you want displayed on your site provided that you own it and/or have a license to use it. Unless it is obviously something owned by someone else. I will add whatever media you want to your site.

I do not have the resources or the time to check if you own the rights to use any kind of media. Therefore I cannot be held liable for any kind of copyright infringement.

If you do not want to give me access to your private and/or copyrighted Music or Video files, I will use place holder images to set sizing for Video and Music while creating the design. Later you'll be able to add whatever Video or Music you want to your site.

I do not provide storage for any Video or Music. Nor, any kind of Video or Music creation services.

## **HTML, CSS and JavaScript**

I deliver web pages developed from HTML5, CSS 3, and JavaScript ES6.

## **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 Google Chrome and Mozilla Firefox. I do not test in any version of Microsoft Internet Explorer or Edge. Because Microsoft doesn't abide by agreed upon industry web standards.

If you need your site to work in modern Microsoft browser or an older version of another browser please let me know in writing. I 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. I use Google Chrome's mobile development tools to approximate the majority of device sizes.

At the moment I do not test on any mobile browsers. Either virtual or physical. Usually this is not needed to ensure a good experience. If this is a requirement I can provide a separate estimate for that.

## **Technical support**

I am not a website hosting company so I 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, I can suggest a few hosting providers. Once you have hosting. I can set up your site on a server, plus any statistics software such as Google Analytics. I will provide a separate estimate for that. Then, the updates and management of that server will be up to you.

## **Third-Party Plug-ins and/or Services**

Sometimes you'll want your site to do amazing things outside of the services I provide. I will help you find third-party plug-ins and/or services that might fit your needs. A lot of

these resources are open source and/or free. However, some external resources may require additional costs outside the agreed price of my work. It will be up to you to decide what plug-ins and/or external services you want to use.

I can, as part of this contract, install and/or configure third-party plug-ins and/or setup external resources. Unless you feel better doing that yourself.

Once its all in place and setup it will be up to you to update and maintain those third-party resources.

Since I do not have any legal or technical access to third-party plug-ins or external resources, I do not provide troubleshooting or support for them.

Luckily most of those resources have businesses that will back you up. I will of course try to steer you away from any known bad apples.

## **Changes and revisions**

I know from experience that fixed-price contracts are rarely beneficial to you, as they often limit you to your earliest ideas. I don't want to limit your ability to change your mind. The price at the beginning of this contract is based on the the value and length of time I estimate I'll need to accomplish everything you've told me you want to achieve, but I'm happy to be flexible. If you want to change your mind or add anything new, that won't be a problem as I can provide a separate estimate for that.

## **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

First, you guarantee that all elements of text, images, video, music, or other artwork you provide are either owned by you, 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 I create for this project. I'll give you source files and finished files and you should keep them somewhere safe as I do not keep a copy. You own all elements of text, images, video, and data you provided, unless someone else owns them.

After final payment clears you will own the unique combination of these elements that constitutes a complete design (or theme) exclusively and in perpetuity for this project.

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 images of your site design and sometimes parts of code in my portfolio. I will link to your website and may write about it on websites, in magazine articles, and in books.

## Payments

I'm sure you understand how important it is as a business 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 payment agreement. Half upfront and half at the end of the project.

Any major changes, additions, or extra estimates will be added to the final payment.

## 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. 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 State of Indiana courts.

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

## **The dotted line**

Signed by and on behalf of Starcore Labs: \_\_\_\_\_

Client Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Everyone should sign above and keep a copy for their records.