

STANDARD FORM OF AGREEMENT FOR DESIGN SERVICES

Designer: Sunny Singh

Email: shsingh@ualr.edu

Phone: 501-557-8149

Client: [name]

Title: [title]

Email: [email]

Phone: [phone]

PROJECT TITLE

Project description

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Timeline: [Start date - End date]

Phase I: [Phase I start] - [Phase I end]

- All requested content received from the client
- Domain & Hosting setup
- CMS setup
- 1st set of mockups/wireframe designs up for review by client

Phase II: [Phase II start] - [Phase II end]

- Responsive mobile and desktop site
- Page layout and setup
- G Suite Setup
- Critique and feedback on the looks and feel of the website by the client

Phase III: [Phase III start] - [Phase III end]

- Last set of critiques and feedback from the client
- Accessibility
- SEO optimization
- Multilingual sites
- Business card design
- Train on how to use the CMS
- Make the site go live

Total fees for services: \$Cost

Summary:

I'll 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've got no desire to trick you into signing something that you might later regret. What I do want is what's best for both parties, now and in the future.

So in short:

You, Client name, are hiring me, Designer name, to:

- Design and develop a website

For the estimated total price of **\$Cost** as outlined in our previous correspondence.

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 me the assets and information I tell you I need to complete the project. You'll do this when I ask and provide it in the formats I ask for. 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 schedule set out at the end of this contract.

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

Design

I create look-and-feel designs and flexible layouts that adapt to the capabilities of many devices and screen sizes. I may use visuals to indicate a creative direction (color, texture, and typography.) I call that 'atmosphere.'

You'll have plenty of opportunities to review my work and provide feedback. I'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 my work is taking you'll pay me in full for the time I've spent working with you until that point and terminate this contract.

Text content

Unless agreed separately, I'm not responsible for creating text content for the website.

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, I can suggest stock libraries.

HTML, CSS, JavaScript, CMS

I deliver a website on top of a Content Management System so that you as a client can easily edit/update any information with ease. These sites will contain extra HTML, CSS, JavaScript and may contain 3rd party embeds to extend the functionality of the website.

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.

I test my work in current versions of major desktop browsers including those made by Apple (Safari), Google (Chrome), Microsoft (Edge), and Mozilla Firefox. I won't test in other older browsers unless we agreed separately.

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. I test my designs in:

iOS: Safari, Google Chrome, Mozilla Firefox

Android: Google Chrome, Mozilla Firefox

Technical support

I'm 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 set up an account for you at one of my preferred hosting providers. If you would like any statistics software such as Google Analytics, I can provide a separate estimate for that.

Search engine optimization (SEO)

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

Changes and revisions

I 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 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'll provide a separate estimate for those additional weeks.

Legal stuff

I'll carry out my work in accordance with good industry practice and at the standard expected from a suitably qualified person with relevant experience.

That said, 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 us of them.

Your liability to me will also be limited to the amount of fees payable under this contract and you won't be liable to me or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if I'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 me from any claim by a third party that we're using their intellectual property.

I guarantee that all elements of the work I deliver to you are either owned by me or we've obtained permission to provide them to you. When I provide text, images or other artwork to you, I 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 I design for you plus the visual elements that I create for it. I'll give you all the necessary files and you should keep them somewhere safe as I'm 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.

I'll own any intellectual property rights I've developed prior to, or developed separately from this project and not paid for by you. I'll own the unique combination of these elements that constitute a complete design and I'll license its use to you, exclusively and in perpetuity for this project only, unless we agree otherwise.

Displaying my work

I love to show off my work, so I reserve the right to display all aspects of my creative work, including sketches, work-in-progress designs and the completed project on my portfolio and in articles on websites, in magazine articles and in books.

Payment schedule

You agree to pay in full after project completion.

Payments are preferred in cash or check. But you may use other methods which we must agree upon.

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 will 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 American courts.

The dotted line

This Agreement must be signed and returned before Designer can schedule or begin this job.

Designer Signature

Print Name

Date

Client Signature

Print Name

Date