

# DESIGN/DEVELOPMENT CONTRACT

Between Justin Arnold (“Me or I”) And Frank Gerbode (“You”)

## SUMMARY:

I will 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. You won’t find any complicated legal terms or long passages of unreadable text in this contract. I’ve no desire to trick you into signing something you might regret later. I do want what’s best for both parties, so in short; You are hiring me to design and develop a web site for the maximum price of: \$4750

## WHAT 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 need to complete the project, review my work, provide feedback and approval in a timely manner. Deadlines work both ways, so you’ll also be bound by dates we set together. You also agree to stick to the payment schedule as detailed in this contract.

Me : I have the experience and ability to deliver everything I’ve agreed with 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.

## SITE MAINTENANCE:

I am not responsible for uploading text, images, or other resources to your website after final delivery. However, for one year after delivery I will provide up to 5 hours of work towards maintaining, or in agreed cases, improving your website each month. This includes work such as bug fixing, improvements that fall within the scope of the original purpose of the website, and code enhancements.

## **GRAPHICS AND PHOTOGRAPHS:**

You will, if needed, provide high resolution images in the requested format. If your design requires stock images, these assets—and the time I spend selecting them—is not included in my price. I can provide a separate estimate for stock images and research.

## **CHANGES AND REVISIONS:**

I won't limit your ability to change your mind. My price is based on the number of hours I estimate are needed to deliver everything I've agreed to achieve thus far. However, if any changes you wish to make fall out of the scope of the original project my original quote will not cover or include these changes. If you change your mind, adding extra work won't be a problem and I'm happy to be flexible. I'll provide a separate estimate for any additional work as needed. After we both agree on the finished project and the 1 year maintenance period begins, all revisions will count towards those hours.

## **TESTING:**

You understand that 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. You agree it does mean ensuring someone's experience of a design should be appropriate to the capabilities of their browser or device. I will test my work only 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 older versions. I will also test your design using the latest versions for the default mobile browsers on iOS, iPadOS, and Android. I won't test specific Android devices, or other mobile browsers.

## **DELIVERY AND BACKUP:**

At the start of the project, you'll set up a free BitBucket account. I'll use this account to actively track my progress as well as share access to you with all needed files as well as production images. After project delivery I am not liable to host your files for more than 30 days. In that time it is your responsibility to download and back up these files.

## **SEARCH ENGINE OPTIMIZATION (SEO):**

You understand we don't guarantee improvements to your search engine ranking, but that the websites we develop are accessible to search engines unless you request otherwise.

## **HOSTING:**

I am not a hosting company—so I don't offer support for website hosting, email, or other technical services. If you don't already have your own hosting, I'll happily recommend a provider and ask you to set up an account. Setting up your website on a server is included in my price. After that management of your hosting will be up to you.

## **LEGAL STUFF AND NONSENSE:**

I carry out work in accordance with good industry practice and at the standard expected from qualified people with relevant experience. That said, I can't guarantee my work will be free from errors. I won'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. Your liability to me will be limited only to the price stated in this contract. 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.

Phew.

## **DISPLAYING MY WORK:**

I love to show off, so I reserve the right to display any aspect of my work as long as doing so doesn't breach any confidentiality agreement we come to. This may include sketches, work-in-progress designs and the finished project on my website, in magazine articles, in books, or in any other place to display my work as I see fit.

## **DEVELOPMENT REVIEWS:**

Communication is key. I agree to provide developments reviews 2 times a month. These will be on a date and time agreed on by both parties. During these I will present where I am and offer you a chance to ask any questions or provide any feedback. You agree to attend these reviews or make an effort to reschedule.

## **INTELLECTUAL PROPERTY RIGHTS:**

You guarantee the written content you provide is original, or that you have the rights to use it. You also guarantee you have licenses to use images you provide which are owned by photographers or have been purchased from stock libraries. You agree to protect me from any claim by owners of copyrighted material you provide. When my work requires licensed fonts or images from stock libraries, I'll ask you to purchase them so you'll be licensed to use them. I guarantee my work is original. When you've paid me in full—and if this contract hasn't been terminated—I'll assign intellectual property rights to you as follows:

- You'll own the code I produce during the project. I'll give you permission to use it for any purpose.
- You'll own the graphic files I produce during your project. I'll give you permission to use these files for any purpose.
- I'll own the unique combination of elements which constitute the complete design.
- I'll license it to you, exclusively and in perpetuity, for this project only.

## **PAYMENT INFORMATION:**

You understand how important it is for a small business that you pay your bills promptly, so you agree to stick tightly to the following payment schedule. I will deliver an invoice to you on the last business day of the month. You then have 5 business days to submit payment. I issue invoices electronically and payment options will be present on each invoice. I reserve the right to charge interest on all overdue debts at the rate of 5% the overdue balance each day it is late. Upon signing of this contract I will deliver an invoice to you for a total of \$475 as a down payment. You will have 72 hours to make this payment at which time I will begin the design process. Once I receive any payments I will deliver a receipt of payment within 72 hours. The down payment will count towards the total balance of the first invoice.

I charge per hour worked, I believe this is a more honest billing method for both parties than flat fee work. You and I both agree to the following terms. My hourly rate for this project is \$50 an hour. I estimate this project will take a maximum of 95 hours resulting in a max total cost of \$4750. I will work between 30 and 60 hours a month on this project. If I take less hours than 95 hours total, you agree to be responsible only for the hours I worked. However, if I take more than 95 hours total, and there were no changes made out of scope of the original project, I agree to only charge you for the originally quoted 95 hours total. This is subject to alteration if both parties agree to changes that are out of scope of the original quote. At this point I will deliver a new quote for additional work.

## **BUT WHERE'S ALL THE SMALL PRINT?**

Just like a parking ticket, neither of us can transfer this contract to anyone else without the other's permission. By signing this contract, you agree to all contents of the document in its entirety. We both agree to adhere to laws and regulations in relation to our activities under this contract and not to cause the other to breach any relevant laws or regulations. This contract stays in place and need not be renewed. Although its language is simple, the intentions are serious and this contract is a legal binding document.

## **THE DOTTED LINE:**

Signed by and on behalf of Justin Arnold

DocuSigned by:  
*Justin Arnold*  
0B8D06AC75E947A1 .....

On this date of 9/28/2021 .....

Signed by and on behalf of Frank Gerbode

.....

On this date of .....

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

