

# // THE CONTRACT

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BETWEEN: ( me ), Charlie McQuigg, AND: ( you ), \_\_\_\_\_:

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## SUMMARY:

We'll always do our best to fulfill your needs and meet your expectations, but it's important to have things written down so that we both know what we're formally agreeing to; 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. This contract is all human readable and contains no legalese. I've no desire to trick you into signing something that you might, upon reflection, regret later. We want what's best for both parties, now and into the future. So, it's best for both parties to agree to something upfront, and if something changes or doesn't work out, it won't haunt either of us into the future -- ( WHAT a relief ).

## IN SHORT:

You, \_\_\_\_\_ ( located @ \_\_\_\_\_ ),  
are hiring me, Charlie McQuigg, to:

|  
| design & develop a webpage ( front-end only )  
|

For the estimated price of [       ] as outlined in our previous correspondence.

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## WHAT DO BOTH PARTIES AGREE TO?

( you / client ):

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 asked for. You'll review my work; provide feedback; and provide 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. If the project is not completed by the end of the dates described here (for any relevant reason), this contract will be void and the amount of completed work up until that point will be accounted for.

( me ):

We have the experience and ability to do everything we've agreed upon 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.

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## the NITTY GRITTY

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### // DESIGN

We create designs that adapt to the capabilities of many devices and screen sizes. We create them iteratively and use predominately HTML and CSS -- so we won't waste time mocking up every template as a static visual. We may, however, use visuals to indicate a creative direction ( color, texture and typography ) in the process.

### // TEXT CONTEXT

Unless agreed upon separately, we're not responsible for inputting text or images into your content management system or creating every page on your website, ( i.e. creating every page, including the page content ). I can provide professional copywriting and editing services if necessary, and if this service is needed, I'll provide a separate estimate.

To summarize, if you'd like us to create new content or input content for you ( Wordpress and other CMS's -- this section doesn't apply to other clients ), we'll provide a separate estimate. This applies mostly within the content of management systems CMS's, ( like Wordpress ).

### // GRAPHICS AND PHOTOGRAPHS

You should supply graphic files in an editable, vector digital format ( .svg ). You should supply photographs in a high resolution digital format ( >100dpi, ≥ 300dpi, -or- RAW ). Photoshop mockup files ( .psd ) are nice for mockups, but they aren't feasible for use in final products in most cases due to pixelation. If you can't comply with the other requirements with your source images, at least make you have a high resolution image in JPEG ( .jpg ) or TIFF ( .tiff ) format, UNCOMPRESSED preferably. 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 develop pages using HTML markup ( current w/ W3C spec ), CSS stylesheets ( current w/ W3C spec ) 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 Mozilla Firefox, TOR ( based on Firefox ), Apple ( Safari ), Google ( Chrome ), Microsoft ( Edge ) and Opera. We won't test in other older browsers, unless we agreed to separately. If you need an enhanced design for an older browser, ( Internet Explorer for example ), we can provide a separate estimate for that.

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## // BROWSER TESTING ( cont'd )

### // DESKTOP BROWSERS:

Firefox, TOR, Safari, Chrome, Edge, and Opera

### // MOBILE BROWSERS:

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:

Firefox, Safari & 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.

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## // 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, if needed.

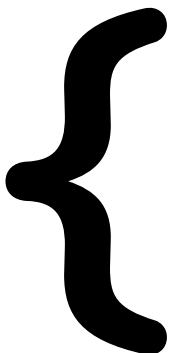
Beyond the deployment of the webpage to a server, the updates and management of that server will then be left up to you.

## // SEO (SEARCH ENGINE OPTIMIZATION)

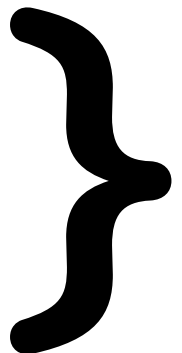
We don't guarantee improvements to your website's search engine ranking, but the pages that we develop are accessible to search engines ( good code means better search engine rankings ).

## // 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, we'll provide a new estimate for those additional weeks.



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## LEGAL STUFF

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.

Phew.

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## INTELLECTUAL PROPERTY RIGHTS

Just to be clear, "Intellectual property rights" means all patents, rights to inventions, copyright (including rights in software and related right, 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.

Blimey.

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.

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## PAYMENT SCHEDULE

Payment of a total amount of \_\_\_\_\_ will be made in x2 or x3 payments of total amount and will be dispursed evenly across one month's time. The payment schedule and work on project will begin upon receiving \$100.00 down-payment and signed contract.

**CLIENT ( PRINT / SIGN )** \_\_\_\_\_

**SELF ( PRINT / SIGN )** \_\_\_\_\_

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