



CLIENT INFORMATION:

NAME:
ADDRESS:

PRIMARY PHONE:
E-MAIL:

ORDER INFORMATION:

PROJECT TITLE:
PROJECT TYPE:
ESTIMATED TIME FRAME:

TOTAL COST: To be determined by accumulation of total production hours

PAYMENT SCHEDULE:

FIRST PAYMENT:

SECOND PAYMENT:

THIRD PAYMENT:

YOUR SATISFACTION IS MY PRIORITY:

I will always do my best to fulfill your needs and meet your goals, but sometimes it is best to have a few simple things written down so that we both know what is what, who should do what and what happens if stuff goes wrong.

In this contract you **WON'T** find complicated legal terms or large passages of unreadable text. I have no desire to trick you into signing something that you might later regret. I do want what's best for the safety of both parties, now and in the future.



MAIN AGREEMENT:

You ([customer name]) are hiring me ([your name]) located at [address] to [design and develop a project name] for the estimated total price of [total] as we discussed upon.

As my customer, you have the power and ability to enter into this contract on behalf of your company or organization. You agree to provide me with everything that I need to complete the project including text, images and other information as and when I need it, and in the format that I ask for. You agree to review my work, provide feedback and sign-off approval in a timely manner. Deadlines work two ways and you will also be bound by any dates that we set together. You also agree to stick to the payment schedule set out at the end of this contract.

I have the experience and ability to perform the services you need from us and I will carry them out in a professional and timely manner. Along the way I will endeavor to meet all the deadlines set but I can't be responsible for a missed launch date or a deadline if you have been late in supplying materials or have not approved or signed off our work on-time at any stage. On top of this I will also maintain the confidentiality of any information that you give us. I will not display our project on any public domains including my personal website or portfolio until it is complete to the fullest.

You also guarantee to me that any elements of text, graphics, photos, designs, trademarks, or other artwork that you provide me for inclusion in the web site are either owned by your good selfs, or that you have permission to use them.

PRODUCTION DETAILS:

I will create designs for the look-and-feel, layout and functionality of your {{ PROJECTTYPE HERE}}. This contract includes one main design of the project, plus the opportunity for you to make up to three rounds ("cycles") of revisions (excluding the first cycle, which totals to 4 cycles of mock-ups / revisions).

If you're not happy with the designs at 4th cycle, you will pay me in full for all of the work that I have produced until that point. If the payment plan is a budget based plan, you will pay 40% of the 4 cycles of revisions that I have done. From that point, you may either cancel this contract or continue to commission me to make further design revisions at the rate we agree upon.

I know from plenty of experience that fixed-price contracts may not be beneficial to you, as they often limit you to your first idea about how something should look, or how it might work. So please note that these "cycles" or revision sessions do not accumulate any additional fee's or hourly costs. It is automatically included in the hourly plan or the budget you are working under. I don't want to limit either your options or your opportunities to change your mind.

The estimate/quotation prices at the beginning of this document are based on the number of days that I estimate I'll need to accomplish everything that you have



told me you want to achieve. If you do want to change your mind, add extra pages or templates or even add new functionality, that won't be a problem. You will be charged the rate we agreed upon in the estimate I gave you. Along the way I might ask you to put requests in writing so we can keep track of changes.

The estimate is based on what we first agree'd upon to accomplish with your project. Anything significantly different or additions will be charged an additional fee.

If the project includes web design, I will test all our markup of HTML / XHTML and CSS in current versions of all major browsers including those made by Apple, Microsoft, Mozilla and Opera. I will also test to ensure that pages will display visually in a 'similar', albeit not necessarily an identical way. I will not test these templates in old or abandoned browsers like Microsoft Internet Explorer 6 for Windows (as this browser is now past it's sell-by date), and others such as Microsoft Internet Explorer 5 or 5.5 for Windows or Mac, previous versions of Apple's Safari, Mozilla Firefox or Opera unless otherwise specified.

Also, please note that monitor size and computer configuration may change the look and function of the site. I shall make every effort to ensure that the final product is built as compatible to every business machine as possible.

OWNERSHIP OF ARTWORK:

Until full payment has been made, I retain ownership of all original artwork or parts contained therein, whether preliminary or final.

When I receive your final payment, copyright is automatically assigned as follows:

You own the graphics and other visual elements that I create for you for this project. I will give you a copy of all files and you should store them really safely as I am not required to keep them or provide any native source files that I used in making them.

You also own text content, photographs and other data you provided, unless someone else owns them. If the project is web based, I own the XHTML markup, CSS and other code and I license it to you for use on only this project. I have the right to use any XHTML / CSS markup to use for other web project as they are a standard web coding language used internationally.

Also note that I retain the right to use the completed project and any preliminary designs for the purpose of design competitions, future publications on design, educational purposes, marketing materials for myself, and portfolio. Where applicable, you will be given any necessary credit for usage of the project elements. None of the artwork shall be sold for monetary reasons or be sold off to another company or organization for their use.



DELIVERY OF PROJECT:

The client will assume any shipping or insurance costs related to the project. Any alteration or deviation from the above specifications involving extra costs will be executed only upon approval with the client. I shall not incur any liability or penalty for delays in the completion of the project due to actions or negligence of client, unusual transportation delays, unforeseen illness, or external forces beyond the control of the designer. If such event(s) occur, it shall entitle the designer to extend the completion / delivery date, by the time equivalent to the period of such delay.

THIRD PARTY SHIPPING:

In the event any material necessary for the production of the project must be shipped to a third party for additional processing, typesetting, photographic work, color separation, press work, or binding, I will incur no liability for losses incurred in transit, or due to the delay of the shipper of the third party.

CLAIMS PERIOD:

Claims for defects, damages, and/or shortages must be made by the client in writing within a period of fifteen (15) days after delivery of all or any part of the order. Failure to make such claim within the stated period shall constitute irrevocable acceptance and an admission that they fully comply with terms, conditions, and specifications.

PROOFING OF FINAL PROJECT:

I ("the designer") shall make every effort to ensure the final product is free of any design based errors (such as browser errors, color profile errors, and missing image links on publications) before giving the final product to the client.

However it is agreed that it is the client's responsibility to ensure that there are no spelling or grammatical errors contained in any files, images or documents that they submit to me for this project. It is agreed that the I am not responsible or held liable for any errors contained in the final product after the final product has been committed to print or posted in view of the public.



CANCELLATION:

In the event of cancellation of the project, ownership of all copyrights and the original artwork and disks shall be returned and retained by me, and a fee for work completed, based on the contract price and expenses already incurred, shall be paid by you ("the client"). If the contract is cancelled by me ("the designer"), the fee for any hours that has NOT been accumulated will be returned to the client at no additional cost. Fee for any work that has NOT been done will also be returned to the client at no additional cost.

ACCEPTANCE OF AGREEMENT:

Just like a parking ticket, you cannot transfer this contract to anyone else without my permission. This contract stays in place and need not be renewed. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. Although the language is simple, the intentions on this contract are serious and this contract is a legal document under exclusive jurisdiction of the U.S courts.

The above prices, specifications and conditions are hereby accepted. The designer is authorized to execute the project as outlined in this agreement. Payment will be made as proposed above. This agreement is not valid until signed client and returned to the designer.

Signature: _____

Date: _____

WE ARE DONE!

Now let's make this project as fun and exciting as possible!