

FIXED PRICE WEB DEVELOPMENT AGREEMENT

Agreement for _____

Between _____ at _____ (presented as "I" or "me") and
_____ as represented by _____ (presented as "you" or
"client").

Summary

I will always do my best to fulfill your needs and meet our goals, but it's 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 things go awry. 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 for future projects.

In short

You, _____ representing _____, are hiring
_____ to perform web development work for the estimated total price of
\$ _____ up to a maximum of _____ as outlined in my
previous correspondence. The agreed payment plan is at the end of this document and more detail
on the services to be provided is below.

What do both parties agree to do?

You:

- have the power and ability to enter into this contract on behalf of your company or organisation;
- 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;
- agree to review my work, provide feedback and sign-off approval in a timely manner too. Deadlines work two ways and you will also be bound by any dates that we set together;
- 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 me and I will carry them out in a professional and timely manner;
- will endeavour 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 my work on-time at any stage;

- will also maintain the confidentiality of any information that you give me.

Details of the Works

I will _____. This contract includes one main development cycle plus the opportunity for you to make up to two rounds of 10 revision points. If you're not happy with the website at this stage, you agree to pay me in full for all of the work that I have produced until that point and you may either cancel this contract or continue to commission me to make further design revisions at my standard hourly rate of \$_____.

Text content and photography

I am not responsible for writing or inputting any text copy unless I specified it in the original estimate. I'll be happy to help though where I can.

If needed, you will supply me imagery in the appropriate digital format for use on the website. If you choose to buy stock photographs I can suggest vendors of stock photography.

Web development based on design

If you have already engaged the services of a graphic designer who has produced mockups of the design of your website, I will work from these and endeavor to produce a website resembling them as closely as possible. It is not always possible to produce pixel-perfect interpretations of static designs across all browsers and under all circumstances due to technical limitations of the internet which are beyond my control.

Should you require some web design services, I work closely with some designers whom I can recommend.

Changes and revisions

Fixed-price contracts are rarely beneficial to you, as they often limit you to your first idea about how something should look, or how it might work. 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 hours 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 my standard hourly rate as mentioned above. Along the way I might ask you to put requests in writing so I can keep track of changes. Additionally, if I feel the development requirements will exceed this maximum quoted time, I will advise you of this and we can discuss a quote to finish the work or continue development at my hourly rate.

Browser testing

If the project includes HTML markup and CSS styling, I will develop these using HTML5 and CSS3. I will test all my code in current versions of all major browsers including those made by Apple (Safari), Microsoft (IE9+), Mozilla (Firefox), Google (Chrome) and Opera. I will also test to

ensure that pages will display visually in a similar, albeit not necessarily an identical way, in Microsoft Internet Explorer 7 and 8 for Windows as these browsers lack a lot of the functionality required for modern web development practices. Every effort will be made to gracefully degrade the website in older browsers so as to not diminish the visitors experience. However, I will not test these templates in old or abandoned browsers, for example Microsoft Internet Explorer 6 (or below) for Windows or Mac, previous versions of Apple Safari, Mozilla Firefox, Google Chrome, Opera or other unless otherwise specified. If you need to show the same or similar visual design to visitors using these older browsers, I will charge you at the hourly rate for any necessary additional code and testing.

Website launch

You are responsible to keep a copy of any existing website files and/or databases. Upon launch, I am able to move existing files to its own directory if you advise to do so.

I am committed to making you feel as comfortable as possible with your new website once it is launched, however I cannot provide on-going training after launch. I will try my best to guide you in the right direction with regards to understanding the CMS. Should you need training on how to use it, I am able to quote this for you at my standard hourly rate. It is assumed no training is included in the quoted amount, unless otherwise specified in written correspondence.

Bug fixes

I am committed to fixing any code bugs associated with the code I have produced within a calendar month (up to 31 days) after completion of the project. Beyond this time, I am happy to quote to perform fixes or modify the site. This does not extend to any bugs in the CMS (content management system) used. It will be your responsibility to keep the CMS and any plugins used up to date for security reasons, unless you contract me on an ongoing basis to do so for you. While I endeavour to code websites in a futureproof way, there will come an eventual time that modifications may be required to the site to support something in an upgrade. If this is outside the one month launch period, I can quote on this for you.

Technical support

You may already have professional website hosting; you might even manage that hosting in-house; if that's the case, great. If you don't manage your own website hosting, I can set up an account for you at one of my preferred, third-party hosting providers. I will charge you a one-off fee for installing your site on this server, plus any statistics software such as Google Analytics; then the updates to, and management of that server, plus any support issues will be up to you.

Unfortunately I cannot offer or include technical support for website hosting, email or other services relating to website hosting. If you do require help with anything beyond the design and development of your site, I'll be happy to help or point you in the right direction.

Hacked Website

Getting hacked is never fun. I will always do my best to make the website I produce for you as secure as possible but I can neither be responsible for nor accountable for your website after it has been launched. I can also not be responsible for providing a backup of your website files should the worst occur. Most web hosting companies will be able to provide you a recent website backup for a fee and I am also able to offer a regular backup storage service for an ongoing fee which can be discussed. That being said, if I can help out I will surely try.

External Services

If part of our agreement includes services that I am not able to offer, I will either recommend someone to perform these for you or I can sub-contract these on your behalf. These services may include the likes of Web Design, Search Engine Marketing (SEA) or Search Engine Optimisation (SEO) services. I endeavour to perform all web development work myself, but if need be I reserve the right to utilise the services of third party contractors.

Ecommerce

If your web development service includes the integration of online purchasing/ecommerce facilities, you will be responsible for both the set-up and ongoing costs of these services. These may include merchant gateway fees, purchase of an SSL certificate and any other fees for services provided by this third party functionality. When the time comes to integrate these services, I will endeavour to fully inform you of what costs may be involved.

Legal Stuff

I can't guarantee that the functions contained in any webpage templates or in a completed website will always 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 arising out of the operation of or inability to operate this website and any other webpages, even if you have advised us of the possibilities of such damages.

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.

Cancelling this contract

If you choose to cancel this contract, I will retain the initial payment and may require an additional payment to be made to cover the work I have done up until the cancellation date. I will own the copyright to all materials produced up until that date and these can be transferred to you for an agreed set fee.

All other clauses in this contract will remain in place.

Copyrights

You guarantee to us that any elements of text, graphics, photos, designs, trademarks, or other

artwork that you provide us for inclusion in the website are either owned by your good self, or that you have permission to use them.

When I receive my 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 at your request and you should store them safely as I am only required to keep them or provide any native source files that I used in making them for a period of one calendar month (up to 31 days) from the launch of the website.
- You own text content, photographs and other data you provided, unless someone else owns them.
- I own any customised HTML markup, CSS, JS, PHP and other code and I license it to you for use on only this project. Should you need to re-use it in the future, we can discuss this.
- It is possible that I will use plugins and code from external sources (jQuery for example). In this case, the ownership of that code will be based on the license it is provided with.

I love to show off my work and share what I have learned with other people, so I would like the opportunity to display and link to your completed project as part of my portfolio and to write about the project on websites, in magazine articles and in books.

I also reserve the right to share on-going snippets of the work on Dribbble. I promise that these snippets will not give away any commercially sensitive or confidential details about the project. If you would prefer I did not share these ongoing snippets, that perfectly ok, but you will need to advise me of this in writing prior to work commencing.

Payments

I am sure you understand how important it is as a small 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 to the following payment schedule, which will be as follows, but may be revised based on further conversations between us.

- _____% of total estimated fee payable prior to work commencing: \$ _____
- Remainder of fee payable prior to handover of the completed files and/or website launch: \$ _____
- **Any additional work required for this project will be at a rate of \$ _____ and charged either at the time or as part of the final invoice, whichever I deem more appropriate**

I do not place any interest on late payments because that's no fun for anyone, but reserve the right to stop work on the project and withdraw any staging site or otherwise up until the time any outstanding amount is settled. Hopefully this will not be the case.

But where is all the horrible small print?

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 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.

Please keep a copy once signed for your records and let's get this website going.

