

Contract

Both Parties Agree to the following:

You: You have the authority to enter this contract on behalf of yourself, your company, or your organization. You'll give us the assets and information we need to complete the project. You'll do this when we ask and provide the formats we ask for. You'll review our work and provide feedback and approval on time. Deadlines work two ways, so you'll also be bound by dates we set together. You also agree to stick to the payment schedule at the end of this contract.

Us: We have the experience and ability to deliver everything we've agreed 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 we'll maintain the confidentiality of everything you give us. by signing this contract, you agree to the following:

Design Services

- We'll create responsive designs that adapt to the capabilities of many devices and screen sizes. To give you a better understanding of our designs, we'll use HTML and CSS predominantly which will avoid us wasting time mocking every template as a static visual. sometimes, we'll use visuals to indicate a creative direction (cloud, texture, and typography.)
- You'll have plenty of opportunities to review our work and provide feedback. We'll share using a development site with you through email. We'll have regular, possibly daily, contact by, phone, zoom, or social media.
- if at any stage you change your mind about deliverables or aren't happy with our work, you'll pay us in full for the time we've spent working with you. Then, we agree to terminate this contract.

Changes and revision

We won't limit your ability to change your mind. Our price is based on the number of weeks we estimate are needed to deliver everything we've agreed to achieve. If you change your mind, adding extra work won't be a problem and we're happy to be flexible. We'll provide a separate estimate for any additional work.

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. We will test our work only in current versions of major desktop browsers including those made by Apple (Safari), Google (Chrome), Microsoft (Edge), and Mozilla (Firefox.) We won't test in older versions unless agreed separately. If you need an enhanced design for an older browser or specific device, we will provide a separate estimate for that. We will test your design using the latest versions of:

- IOS: Safari on iPhone and iPad
- Android: Google Chrome We won't test specific Android devices, or other mobile browsers unless we agree separately.
- If you need us to test using alternative devices, we will provide a separate estimate.

Delivery And Backup

At the start of the project, you'll set up a free GitHub account. We'll use this account to deliver HTML, CSS, and JavaScript files, as well as production and optimized images. You will retain these files as we're not required to keep copies.

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.

Hosting

We're a design company -not a hosting company, therefore we do not offer support for website hosting, email, or other technical services. You may already have professional hosting and you might even manage that hosting in-house; if you do, great. If you don't already have hosting, we'll recommend a provider and ask you to set up an account. Setting up your website on a server and adding analytics software is included in our price. After that, updates to your website and management of your hosting will be up to you. You can always opt-in to have your site updated when needed for an additional price.

The Legal Stuff

We carry out work following good industry practice and at the standard expected from qualified people with relevant experience. That said, we can't guarantee our work will be free from errors. We 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 us of them. Your liability to us will be limited only to the price stated in this contract. 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.

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 that are owned by photographers or have been purchased from stock libraries. You agree to protect us from any claim by owners of copyrighted material. When our work requires licensed fonts or images from stock libraries, we'll ask you to purchase them, so you'll be licensed to use them. We guarantee our work is original. When you've paid us in full and if this contract hasn't been terminated, we'll assign intellectual property rights to you as follows:

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

Displaying Our Work

We love to show off, so we reserve the right to display any aspect of our work if doing so doesn't breach any confidentiality agreement. This may include sketches, work-in-progress designs, and the finished project on our website, in magazine articles, books, or social media.

Payment Schedule

Payments are split between three separate transactions. The first payment is your nonrefundable deposit and is due upon signing the contract. The second payment is due upon project building while receiving status updates and the last payment is due when the project is finished **Payments are to be paid with CASH ONLY unless agreed otherwise!!** We reserve the right to charge interest on all overdue debts at the rate of 2.5% per month or part of a month.

The 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 to adhere to laws and regulations for 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 languages are simple, the intentions are serious, and this contract is a legal document under the exclusive jurisdiction of English and Welsh courts.

Sign And Date

Marlie D.

MarlieTechDesigns, Software Engineer



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By signing below, I acknowledge that I have read and agree to the terms of this contract.

Signature:

Date:
