

# STATEMENT OF WORK & CONTRACT

Date: {date\_submitted}

Between "us", {company\_name}, and "you", {client\_name}

You {client\_name}, located at {client\_address} are hiring {company\_name} located at 125 Swank Drive to design and develop a web site for the estimated total price of {total} as outlined in our previous correspondence.

## 1.0 Services Rendered

### DESIGN

We create look-and-feel designs, and flexible layouts that adapt to the capabilities of many devices and screen sizes. We create designs iteratively and use predominantly HTML and CSS so we won't waste time mocking up every template as a static visual. We may use static visuals to indicate a look-and-feel direction (colour, texture and typography.)

You'll have two or more weekly opportunities to review our work and provide feedback. If, at any stage, you're not happy with the direction our work is taking, you will pay us in full for everything we've produced up to that that point and then cancel this contract.

### TEXT CONTENT

Writing or inputting any text copy is not included in this contract. If you'd like us to write new content or input text for you, we're happy to provide a separate estimate for that.

## **PHOTOGRAPHS**

You'll need to supply graphic files to us in an editable, vector digital format. Photographs must be in a high resolution digital format. If you choose to buy stock photographs, we can suggest stock libraries and style of photography/ images. If you'd like us to search for photographs for you, we can provide a separate estimate for that. Cost of buying stock photographs or a photo shoot is not included in this contract.

## **HTML, CSS AND JAVASCRIPT**

We deliver templates developed from HTML5 markup, CSS2.1 + 3 stylesheets for styling and unobtrusive Javascript for feature detection, polyfills and behaviours.

## **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.

## **DESKTOP BROWSER TESTING**

We test our work in current versions of major desktop browsers including those made by Apple (Safari), Google (Chrome), Microsoft (Internet Explorer), and Mozilla Firefox. We'll also test to ensure Microsoft Internet Explorer 8 for Windows users get an appropriate, possibly different, experience. We'll implement a single column design for Internet Explorer 7 and below for Windows but we won't test in other older browsers unless you specify otherwise. If you need an enhanced design for an older browser, we can provide a separate estimate for that.

## **MOBILE BROWSER TESTING**

Testing popular small-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 work in:

- iOS: Safari
- Android 4.1: Google Chrome, Firefox
- Android 3.2: Browser, Firefox

We currently don't test Blackberry OS or Blackberry QNX, Opera Mobile, Symbian or other mobile browsers. If you need us to test using these, we can provide a separate estimate for that.

## **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 can set up an account for you at one of our preferred hosting providers. We can set up your site on a server, plus any statistics software such as Google Analytics and we can provide a separate estimate for that. After that, any updates to, and management of that server will be up to you.

## **CHANGES AND REVISIONS**

We know from experience that fixed-price contracts are rarely beneficial to you, as they often limit you to your earliest ideas. We don't want to limit your ability to change your mind or make decisions later when you might be better informed. The price at the beginning of this contract is based on the length of time 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, that won't be a problem as we'll provide a separate estimate for to cover the additional work.

## **ERRORS**

We can't guarantee that our work will be error-free (we're human!) 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.

## **2.0 Mutual Cooperation**

We agree to use our best efforts to fulfill and exceed your expectation on the deliverables listed above. You agree to aid us in doing so by making available to us needed information pertaining to your website and to cooperate with us in expediting the work.

## **3.0 Charges for Services Performed**

3.1 Functionality or feature requests above and beyond those listed in the budget and/or the functionality specs may be considered out-of-scope and an amendment to the budget will be recommended. Projects that go dormant for longer than 45 days will incur fee to resume work at the discretion of {company\_name}.

## **4.0 Terms of Payment**

### **4.1 BILLING SCHEDULE**

We're sure you understand how important it is as a small business that you pay the invoices that we send you promptly. We're also sure you'll want to maintain a positive working relationship and keep the project moving forward, so you agree to stick tight to the following payment schedule.

The total budget for this project: {total}

{company\_name} will invoice {client\_name} for fifty per cent (50%) of the initial fees at point of this signed contract agreement which will act as the deposit. The remaining 50% will be billed monthly as the service hours are spent or when the project is launched.

{client\_name} will supply {company\_name} with all necessary purchase order numbers and other internal information required for invoice processing before the close of the month of work (if applicable).

### **4.3 CLIENT AGREEMENT TO PAY**

You agree to pay our initial (1st) invoice upon receipt which will act as a deposit for the project. Every invoice after that will have 15 day payment terms. In the event payment is not made within 15 days, {company\_name} will charge a late payment fee of 1% per month on any overdue and unpaid balance not in dispute, to cover the manpower, interest, and other costs {company\_name} pays for carrying overdue invoices from {client\_name}. In addition, {company\_name} reserves the right to stop work until payment is received.

Page {page\_number}

### **4.4 COLLECTION COSTS**

In the event that we incur legal fees, costs and disbursements in an effort to collect our invoices, in addition to interest on the unpaid balance, you agree to reimburse us for these expenses.

## **5.0 Cancellation of Plans**

You have the right to modify, reject, cancel or stop any and all plans or work in process. However, you agree to reimburse us for all costs and expenses we incurred prior to your change in instructions, and which relate to non-cancelable commitments, and to defend, indemnify and hold us harmless for any liability relating to such action. We agree to use our best efforts to minimize such costs and expenses.

## **6.0 Responsibilities of {company\_name} and {client\_name}**

### **6.1 {COMPANY\_NAME}'S RESPONSIBILITY FOR RELEASES**

We shall obtain releases, licenses, permits or other authorization to use testimonials, copyrighted materials, photographs, art work or any other property or rights belonging to third parties obtained by us for use in performing services for you (If applicable).

### **6.2 CLIENT RESPONSIBILITY FOR RELEASES**

You guarantee that all elements of text, images, or other artwork you provide are either owned by your good selves, or that you have permission to use them.

Then when your final payment has cleared, copyright will be automatically assigned as follows:

You'll own the visual elements that we create for this project. We'll give you source files and finished files and you should keep them somewhere safe as we're not required to keep a copy. You own all elements of text, images and data you provided, unless someone else owns them.

We'll own the unique combination of these elements that constitutes a complete design and we'll license that to you, exclusively and in perpetuity for this project only, unless we agree otherwise. We can provide a separate estimate for that.

### **6.3 CLIENT RESPONSIBILITY FOR ACCURACY**

You shall be responsible for the accuracy, completeness and propriety of information concerning your products and services which you furnish to us verbally or in writing in connection with the performance of this Agreement.

## 7.0 Confidentiality

{company\_name} acknowledges its responsibility, both during and after the term of its appointment, to use all reasonable efforts to preserve the confidentiality of any proprietary or confidential information or data developed by {company\_name} on behalf of {client\_name} or disclosed by {client\_name} to {company\_name}.

## 8.0 Term and Termination

### 8.1 Period of Agreement and Notice of Termination

This Agreement shall become effective as of DATE HERE and shall continue until terminated by either party upon not less than 60 days' notice in writing given by either party to the other.

### 8.2 TERMINATION FOR CAUSE

Either party to this Agreement may terminate the Agreement if the other party defaults in the performance of any of its material duties and obligations and the default is not cured within thirty (30) days of the receipt of notice of said default, or if the default is not reasonably curable within said period of time, unless the defaulting party commences cure within said period of time and diligently proceeds to cure the default.

In addition, either party may immediately terminate this Agreement by giving written notice to the other party if the other party is insolvent or has a petition brought by or against it under the insolvency laws of any jurisdiction, if the other party makes an assignment for the benefit of creditors, if a trustee, or

similar agent is appointed with respect to any property or business of the other party, or in the case of the Client, if the Client materially breaches its obligations to make payment pursuant to this Agreement.

### **8.3 PAYMENT FOR NON-CANCELABLE MATERIALS?**

Any non-cancelable materials, services, etc., we have properly committed ourselves to purchase for your account, (either specifically or as part of a plan such as modules, photography and/or external services) shall be paid for by you, in accordance with the provisions of this Agreement. We agree to use our best efforts to minimize such liabilities immediately upon written notification from you. We will provide written proof, upon request of the {client\_name}, that any such materials and services, are non cancelable.

### **8.4 MATERIALS UNPAID FOR**

If upon termination there exist any materials furnished by us or any services performed by us for which you have not paid us in full, until such time as you have paid us in full you agree not to use any such materials, in whole or in part, or the product of such services.

### **8.5 TRANSFER OF MATERIALS**

Upon termination of this agreement, provided that there is no outstanding indebtedness then owing by {client\_name} to {company\_name}, {company\_name} shall transfer, assign and make available to {client\_name} all property and materials in its possession or control belonging to {client\_name}. {client\_name} agrees to pay for all costs associated with the transfer of materials.

## **9.0 General Provisions**



## **9.1 GOVERNING LAW**

This Agreement shall be governed and construed in accordance with the laws of the Province/State of STATE/PROVINCE.

## **9.2 REPRESENTATIONS AND WARRANTIES**

The parties each individually represent and warrant that each has full power and authority to enter into this Agreement and to perform all of their obligations hereunder without violating the legal or equitable rights of any third party.

## **9.3 ENTIRE AGREEMENT**

Except as otherwise set forth or referred to in this Agreement, this Agreement constitutes the sole and entire Agreement and understanding between the parties hereto as to the subject matter hereof, and supersedes all prior discussions, agreements and understandings of every kind and nature between them as to such subject matter.

## **9.4 SEVERABILITY**

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, then that provision will be fully severable. In such instance, this Agreement will be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement will remain in full force and effect.

{client\_contact\_first} {client\_contact\_last}, to accept this contract, click the Accept button and sign at the prompt. You will be emailed a copy for your records