



Design Contract

Between strayjax
and **EXAMPLE CLIENT**

Summary

We will always do our 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 something goes wrong. In this contract, you won't find complicated legal terms or large passages of unreadable text. We have no desire to trick you into signing something that you might later regret, or make things remarkably complicated, just to sound intelligent. We *do*, however, want what's best for the working relationship and safety of both parties, both now and in the future.

General Information

You (**EXAMPLE NAME**) are hiring us (strayjax) design a logo for the price of \$400, and create a website for the price of \$900, as offered and outlined on strayjax.com. Of course things are a bit more complicated, but we'll get to that.

So, what are both parties agreeing to do?

As our customer, you have the power and ability to enter into this contract on behalf of yourself and your company or organization. You agree to provide us with everything that we need to complete the project, including text, images and other information, as and when we need it for timely completion, and in a format that is useful for design (such as photographs with usable resolutions, etc.). You agree to review our work, provide feedback and sign-off approval in a timely manner too. We think deadlines should work two ways, and we will both be bound by any dates we set together. You also agree to stick to the payment schedule set out at the end of this contract.

We at strayjax have the experience and ability to perform the design services you request from us, and we will carry them out in a professional and timely manner. During the course of our working relationship, we will endeavor to meet all the deadlines set, but we 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 scheduling agreement, we will also maintain the confidentiality of any information that you give us, via phone, e-mail, text or any other medium.

Designs

We will create designs for the look-and-feel, layout, feel and functionality of your website & brand, basing our design upon your requests, recommendations, and overall feelings about your company. This contract includes one main site design, including unlimited revisions and changes.* If you're not happy with this initial design, and would like to start over from scratch, we will certainly try again. After the second full design/revision cycle, you will pay us in full for all of the work that we have produced until that point, and you may either cancel this contract or continue to commission us to make further designs and revisions at the original website design rate.

* unlimited, but certainly within reason. If changes and revisions become more frequent than seem typical or reasonable, we reserve the right to re-adjust the pricing plan quoted in this contract.

WordPress Layout & Templates

We design our sites using WordPress as a foundation. This is done in order to offer simple usability and security to you, your business, and your users. While we begin the process using templates, we will never leave a template "as is" without fully customizing it to reflect your company's needs, look, and unique vision. We won't create the same site twice, or reproduce your site for another client.

We will test your site on the major Internet browsers, including Safari, Internet Explorer, Firefox, Chrome and iOS devices, but there are many platforms out there, and we cannot guarantee that your site will work correctly or completely on all devices. We cannot guarantee your site will work correctly or look the way it's supposed to on old or abandoned browsers, such as previous versions of Internet Explorer, Safari, Firefox, Opera, or iOS, but we'd be happy to help you update such software.

Responsiveness

Our websites come complete with responsive design built in. This means that they will automatically adjust their settings and specs according to the device from which a user views the website. During this process, some simplification may occur, and all items of a website may not appear across all devices. This is done to ensure that all mobile and tablet users have access to all items, as some web items are not available on mobile devices. In general, we try not to use elements that are not available on all devices, and will try to communicate why we would or would not include a certain element that is specifically requested.

Text

Upon your request, we will write or edit content for your website, blog, social networking profile, advertising, or branded materials, according to the specifications you give us. Extensive writing or editing will come at an added cost, to be determined as needs/requests emerge. We will do our absolute best to ensure that our written work is free of errors in spelling, grammar, and content-specific fallacies, but allow that editing slips do occur. Before any written material is sent to a printer or published online, your approval will be required.

Photography

If photographs are needed for your site, they will either be supplied by you in high-resolution format, or will be charged to your account per piece of stock photography required. We will not work with photographs that have been obtained without credit, or are not owned by you or approved for your use. We cannot accept cell phone photographs, as their quality is not adequate for design work.*

** newer cellphones, such as the iPhone5 & 6, have HD camera capability, which produce acceptable photographs, and will be approved per photo.*

Audio & Video

Inclusion of audio and video files is very important, and we have many ways of handling this on your site. There are many AV players on the market, and we will spend time talking with you about your requests, needs, and vision for your brand and site to find the right one for you. Often, the built-in functionality of WordPress is more than enough to offer AV functionality, and can be branded with your colors and style to offer a great listening and viewing experience. We have relationships with developers from [VoiceZam](#)™ as well – a specialized, made-for-voiceover player that can track play counts and help producers download your demos.

Timing & Communication

We try hard to accomplish what we've agreed upon in a timely manner. Each design cycle has its own timeline, and will be outlined below.

All calls and e-mails received by our office will be returned within 36 hours, unless we are away from the office for a protracted period of time, which will be communicated to you via e-mail. All minor design changes and update requests will be handled within the same time period. Major alterations and re-designs will be handled as they are requested, and timing will be communicated on a case-by-case basis. We will do our best to communicate any scheduling changes as they come up, and will give you updates and estimates regarding your project's completion. These time estimates begin upon the signing of your contract and payment of the initial invoice.

We are available via e-mail at sara@strayjax.com, checked three times daily, and via phone at 509 255 3136 24/7. Though we are located in Central Standard Time, we know that our clients live all over the place, and we take calls any time of day or night. Don't feel weird about calling on your schedule! If we're available, we'll answer the phone. If we're not available to talk and help at the moment, just leave us a message, and we'll call back as soon as we can...

Changes & Revisions

We know from experience that fixed-price, unchangeable 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. We don't want to limit either your options or your opportunities to change your mind. If you need time to consider changes or just take a long look at the latest version, that time will not be held against the deadlines we set at the start of this project.

The prices quoted at the beginning of this document are based on the number of days that we estimate we'll need to accomplish everything that you have told us you want to achieve. If you *do* want to change your mind, add extra design elements, or begin the process again, you're free to do so, with the understanding that these changes will adjust our timetable.

Along the way, we ask that you put additional requests in writing, so we can keep track of changes and charges. We reserve the right to consider revisions as extensive or worth additional charges.

Site Downtime and Maintenance

If you currently own a domain name, and have a website published, transferring its contents and redirecting its address to your new site may require up to 24-72 hours of downtime, depending upon your hosting company's transfer policies. During this time, your 'old' site and your 'new' site may become unavailable, and anyone doing a web search could find a 404 error. If you have set up personalized e-mail through your old host, this e-mail will be unavailable during this period as well. We attempt to structure this move so that your site is 'down' for the least amount of highly-visible time, and will never transfer your site or create site downtime without your permission. Site downtime and transfer is handled differently through various host providers, and site downtime may not be necessary in all cases. We will communicate the necessary steps involved in the process, based upon your specific host/settings once we've examined your current website setup. In most cases, we will simply build your site on a sub-domain of your current domain, and move this site installation to your main domain when we are finished designing the site.

Additionally, major alterations of site content or additions through WordPress require a shift into 'maintenance mode' on your new site. This means that, during periods of reconstruction, an Internet search for your site will land upon a 'down for maintenance' page, which we will customize to your specifications. This page can include links and contact information, so that people will still be able to reach you while your site is being altered. Minor changes and updates will be accomplished without any interruption to your site.

Hosting & Technical Support

You may already have professional web site hosting, or you might even manage your hosting in-house. We will do our best to work within the parameters of your hosting plan, but can only accomplish what that plan will allow. If you don't already have a hosting plan, we can set up an account for you with the hosting provider of your choice. Your website creation fee at strayjax does not include costs paid to a third-party hosting company for their services. While we do not offer technical support for web hosting or e-mail services through another hosting company, we will deal with any hosting company on your behalf, and upon your request.

Once created, you or anyone in your organization can maintain your site's content. We will release all security codes and logins to you, so that you will be able to manage all aspects of your site. If you choose to have strayjax handle your site maintenance, we will provide you with a limited-function login and password to your site, so that you will be able to post or change content, photographs, and promotional materials without disturbing the technical aspects of your site. If you choose, we will also create logins for other members of your team, and will structure their permissions according to your needs.

Security & Payments

During the setup of your site, hosting plan, and domain transfer, we may request your credit or debit card information for setup purposes. We may also require access to passwords, logins, and ftp accounts you have created with various companies. We store this information in encrypted files on firewall-protected (non cloud-based) Mac servers, and will never release your data to another party without your written permission. In order to provide you with technical support, we may also require permission to act on your behalf when dealing with hosting companies or domain management services, but will always obtain your permission each time we do so. Alternatively, should you choose, we will walk you through any steps that require secure access via phone or skype/facetime if you are uncomfortable providing us with your passwords. When we are finished with your project, we encourage you to change your passwords, so that your accounts are once again entirely secure.

Social Branding

Strayjax will be happy to set up corporate social networking accounts for your business as well. We handle all types of social media, and can establish your presence in these forums using the designs we've created, the information you've provided, and the security necessary to protect your business from spam and unwanted comments. Our top two website packages include branded setup of Facebook, Twitter, and Google+ to match your new website look & feel.

Usage

When we receive your final payment, copyright and usage rights are automatically assigned as follows:

You guarantee to us that any elements of text, graphics, photos, or other artwork that you provide us for inclusion in your website are either owned by you or your company, or that you have permission to use them.

You will own usage rights to all graphics and other visual elements we create for this project. This means that your artwork and designs cannot be used by another company or person (including us) without your permission. We do maintain backups of our work, and will be able to use them to support your site or future projects as needed.

We love to display our work and share what we have learned with other people, so we reserve the right to reference and link to your completed project as part of our portfolio and to write about the project on web sites, in magazine articles, social networking sites, and in books about web design, both digital and print.

Unless you specifically ask us not to do so, we also love to promote our clients' work. We do so on our social networking pages, through our blog, and anywhere else we can. Your business will be promoted according to your specific wishes, or, if you do not specifically request an angle or marketing direction, in the most professional way we know how.

Payments

We are sure you understand how important it is as a small business that you pay the invoices we send promptly. As we're also sure you'll want to stay friends, you agree to stick tight to the following payment & fee schedule:

\$150, to be paid upon receipt of this invoice, and prior to logo design work

\$150, to be paid upon completion and release of your logo

\$450, to be paid upon receipt of this invoice, and prior to site design work

\$450, to be paid upon completion and publication of your site (this payment may be made in installments not to exceed a period of 12 months, if you choose)

If payments are not made according to the schedule above, or are returned for insufficient funds, all design work reverts to the sole property of strayjax, and cannot be used by you or your company in any form. Your website will be removed from service, and your domain name (if purchased by us) released.

Timeframe

We estimate a logo design start date of November 2015 and a website start date of January 2016. Logo design cycles typically take anywhere from 2-3 weeks, and website creation cycles typically take anywhere from 3-4 weeks, depending upon how quickly we receive information from you. Once we get into the project, we'll let you know if this timeframe estimate changes.

Legal information

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.

You cannot transfer this contract to anyone else without our express written permission. If for some reason one part of this contract becomes invalid or unenforceable, the remaining parts of it remain in place. Although the language in this document is simple, its intentions are serious, and this contract is a legal document under exclusive jurisdiction of the Court System. This contract will become null and void if not signed and entered into during six months' time.

..... The dotted line

Signed by and on behalf of // strayjax

Printed Name: Sara J. Waters

Please sign and send to: design@strayjax.com

Please keep a signed copy for your records.