

Web Design Agreement

Between inVision Enterprises, Inc.

And [customer name] - _____

Summary:

We'll always do our best to fulfill your needs and meet your expectations, but it's important to have things written down so that we both know what's what, who should do what and when, and what will happen if something goes wrong. In this contract you won't find any complicated legal terms or long passages of unreadable text. We've no desire to trick you into signing something that you might later regret. What we do want is what's best for both parties, now and in the future.

So in short;

You [customer name] _____, located at
[customer address] _____, ("You") are hiring
InVision to:

Design and develop a web site for the estimated total price outlined in our previous correspondence (email) and documentation.

Of course it's a little more complicated, but we'll get to that.

What do both parties agree to?

You: You have the authority to enter into this contract on behalf of yourself, your company or your organization. You'll give us the assets and information we need to start and complete the project. You'll do this before we start and/or when we ask and provide it in the formats we ask for. You'll review our work, provide feedback and approval in a timely manner as well. Deadlines work two ways, so you'll also be bound by dates and times we set together. You also agree to stick to the payment details and schedule set out at the end of this contract.

Us: We have the experience and ability to do 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.

GETTING DOWN TO THE NITTY GRITTY

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 visuals to indicate a creative direction (color, texture and typography.) We call that 'atmosphere.'

You'll have the opportunity of a (1) revision when we complete the work. We ask that you give us immediate feedback upon finishing so that we may complete your project. This feedback should include ALL the changes you'd like to see in your website. If after the revision you'd like more changes, we will charge a standard rate to implement the new changes requested.

If you change your mind about what you want to be delivered after we've started (and before we've finished), you'll pay us in full for the time we've spent working with you until that point and terminate this contract (and start a new one to continue if desired).

Text content

In our base web design package, we're not responsible for domain name, logo, pics, assets, or inputting text (content / copy) other than what you provide us with. **(if needed - see below "additional services")*

Graphics and photographs

You should supply graphic files in an editable, vector digital format. You should supply photographs in a high resolution digital format. If you choose to buy stock photographs, we can do that for you, or suggest stock libraries.

We can provide creative commons stock photographs for free, assuming the art isn't too hard to find. You may decide to change them in your revision (1) if you choose to upon completion.

Additional services (paid add-on services):

The following aren't included, but can be added for an additional fee -

- Logo design
- Copy / content creation (Search engine optimized - "SEO" friendly - after researching your local market for your business type including popular and realistic search terms we can use to help rank your page higher in organic and local searches)
- On-site SEO readiness - site-map creation/submission to search engines , editing/optimizing snippets and titles for search engine, and adding to Google My Business / Local listings
- Optimizing Facebook / social media

Responsiveness

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 individual browsers or devices.

We test our work in current versions of major desktop browsers in desktop, laptop, tablet, ipad, and multiple phone types. We don't test in other older and no longer supported browsers.

Hosting

We also provide hosting, maintenance, security and back-ups with all of our web design packages for an additional fee (see fee schedule).

Search engine optimization (SEO)

We don't guarantee improvements to your website's search engine ranking, but the web pages that we develop are accessible to search engines.

Changes and revisions

We don't want to limit your ability to change your mind. The price at the beginning of this contract is based on the design options chosen. If at a later date you change your mind or would like to add-on to your site, that won't be a problem as we can do additional work for an additional charge.

Legal stuff

We'll carry out our work in accordance with good industry practice and at the standard expected from a suitably qualified person with relevant experience.

That said, we can't guarantee that our work will be error-free and 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.

Your liability to us will also be limited to the amount of fees payable under this contract and 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 ignored in this contract and shall not affect the validity and enforceability of any remaining provisions.

Intellectual property rights

Just to be clear, "Intellectual property rights" means all patents, rights to inventions, copyright (including rights in software) and related rights, trademarks, service marks, get up and trade names, internet domain names, rights to goodwill or to sue for passing off, rights in designs, database rights, rights in confidential information (including know-how) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or shall subsist now or in the future in any part of the world.

First, you guarantee that all elements of text, images or other artwork you provide are either owned by you, or that you have permission to use them. When you provide text, images or other artwork to us, you agree to protect us from any claim by a third party that we're using their intellectual property.

We guarantee that all elements of the work we deliver to you are either owned by us or we've obtained permission to provide them to you. When we provide text, images or other artwork to you, we agree to protect you from any claim by a third party that you're using their intellectual property.

Provided you've paid for the work and that this contract hasn't been terminated, we'll assign all intellectual property rights to you as follows:

You'll own the website we design for you as a "complete design", plus any visual elements (logo) that we create for it. You own all intellectual property rights of text, images, site specification and data you provided, unless someone else owns them.

We'll own any intellectual property rights we've developed prior to, or developed separately from this project and not paid for by you. We'll own the unique combination of these elements that constitutes a complete design and we'll license its use to you, exclusively and in perpetuity for this project only, unless we agree otherwise.

Displaying our work

We love to show off our work, so we reserve the right to display all aspects of our creative work, including sketches, work-in-progress designs and the completed project on our portfolio and in articles on websites, in magazine articles and in books.

Payment schedule

All work/invoices are paid in advance. In the instance you may want to make payments, we can accept 50% down, and 50% upon completion.

We reserve the right to charge interest on all overdue debts and take the site off-line until the debt is paid.

But where's all the horrible 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 that we'll adhere to all relevant laws and regulations in relation to our activities under this contract and not cause the other to breach any relevant laws or regulations. 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.

The dotted line

Signed by and on behalf of **inVision**

_____ Date _____

Signed by and on behalf of [company / customer]

Company _____

Name _____ Date _____