

Design Contract

THIS AGREEMENT, made this ____ day of _____ (month), ____ (year), between _____, (hereinafter "CLIENT"),

and

GUARDING LIGHT MEDIA (hereinafter "GLM").

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 things go 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. We do want what's best for the safety of both parties, now and in the future.

CLIENT is hiring GLM to produce the items on the previous page (Quote) for the estimated total price as outlined in our previous correspondence.

What do both parties agree to do?

As our customer, you have the power and ability to enter into this contract on behalf of 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, and in the format that we ask for. You agree to review our 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. You also agree to stick to the payment schedule set out at the end of this contract.

We have the experience and ability to perform the services you need from us and we will carry them out in a professional and timely manner. Along the way 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 this we will also maintain the confidentiality of any information that you give us.

Design

We will create designs for the look-and-feel, layout and functionality of your logo, print materials, and/or web site. This contract includes one main design plus the opportunity for you to make up to three rounds of revisions (*unless stated differently in the quote provided*). If you're not happy with the designs at this stage, 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 design revisions at the daily rate set out in our original estimate.

XHTML/HTML/CSS layout templates

If the project includes XHTML or HTML markup and CSS templates, we will develop these using valid XHTML 1.0 Strict markup or HTML and CSS2.1 + 3 for styling. We will test all our markup and CSS in current versions of all major browsers including those made by Apple, Microsoft, Mozilla and Opera. We will also test to ensure that pages will display visually in a similar, but not necessarily an identical way.

We will not test these templates in old or abandoned browsers, for example Microsoft Internet Explorer 5 or 5.5 for Windows or Mac, previous versions of Apple's Safari, Mozilla Firefox or Opera unless otherwise specified. If you need to show the same or similar visual design to visitors using these older browsers, we will charge you at the daily rate set out in our original estimate for any necessary additional code and its testing.

Text content

We're not responsible for writing any text content unless we specified it in the original estimate. All text content must be supplied and written correctly. We are not responsible for any misspelling or grammatical errors in the text provided to us. **Any proof revisions due to misspelled or incorrect text will not be covered in the estimated price of final project and corrections will be billed at \$50 per hour, min of 1 hr.**

Photographs

You will supply us photographs either in digital or printed format. If stock photography is to be used we will search out appropriate photos from various stock photography sites. **All any and all cost for stock photography will be billed at cost to client.** Any proof revisions due to incorrect or undesired photos will not be subject to any additional charges.

Changes and revisions

We know from plenty of experience that hourly contracts are rarely beneficial to you, as they often limit you (because of increasing price) 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 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 the rate set out in the estimate we gave you. Along the way we might ask you to put requests in writing so we can keep track of changes.

Technical support

You may already have professional web site hosting, you might even manage that hosting in-house; if that's the case, great. If you don't manage your own web site hosting, we can set up an account for you at one of our preferred, third-party hosting providers. *We will charge you a one-off fee for installing your site on this server then the updates to, and management of that server, plus any support issues will be up to you unless agreed in the quote.*

Any minor updates to your website after completion will be billed at a rate of \$50 per hour unless we provide you with a specific quote regarding any changes.

We are not a web site hosting company and so we do not offer or include technical support for web site hosting, email or other services relating to web site hosting. If you do require help with anything beyond the design and development of your site, we'll be happy to help and will charge you \$50 per hour.

Legal stuff

We can't guarantee that the functions contained in any web page templates or in a completed web site will always 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 arising out of the operation of or inability to operate this web site and any other web pages, 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.

Copyrights

You guarantee to us that any elements of text, graphics, photos, videos, designs, trademarks, or other artwork that you provide us for inclusion in the web site or video production are either owned by you, or that you have permission to use them.

When we receive your final payment, copyright is automatically assigned as follows:

You own the graphics and other visual elements that we create for you for this project. We will give you a copy of all files and you should store them really safely as we are not required to keep them or provide any native source files that we used in making them.

You also own text content, photographs and other data you provided, unless someone else owns them. We own the XHTML markup, CSS and other code and we license it to you for use on only this project.

We love to show off our work and share what we have learned with other people, so we also reserve the right to display and link to your completed project as part of our portfolio and to write about the project on web sites, in magazine articles and in books about web design and video production.

Payments

We are sure you understand how important it is as a small business that you pay the invoices that we send you promptly. You agree to the following payment schedule:

25% Due at Contract Signing

25% Due at Concept completion (Proof) and approval

50% Due at Delivery (Balance Including any additional charges, ie stock photography and additional revisions beyond agreed in this contract.

This Contract is not transferable and becomes void upon completion of final project. If this contract is terminated by the client for any reason other than non performance by Guarding Light Media or reasons stated above will result in full payment of the services provided to the date of termination. This contract stays in place and need not be renewed.

Guarding Light Media
Date

CLIENT- _____
Date

Everyone should sign above and keep a copy for their records.