

Letter of Agreement

Between us, Jim Kendrick and _____, and dated _____.

Summary

You _____, located at _____, are contracting me, Jim Kendrick, of 875 West End Ave. 5A, New York, NY to _____ for the estimated total price of \$_____, based on the time I anticipate the project will take at my hourly rate of \$50.

The scope of the project includes:

- _____
- _____
- _____
- _____

My Services

I will develop your site as above, and test it to make sure it works in similar, if not identical ways in the most recent versions of Firefox, Chrome, Safari and Internet Explorer. I'll also test the site in default current browsers of the iPhone, iPad and Android devices.

I like to work collaboratively, and value your input. So, you'll have opportunities to review my work and provide feedback. If at any stage you're unhappy with the direction my work is taking, you can pay me for whatever work I've performed so far, and cancel this agreement.

Deadlines

If you have specific deadlines I need to know them at the start. You agree to provide me whatever I need to complete the project on time, such as feedback, information, text and images. You also agree to follow the payment schedule set out below.

Details

Not Included

Websites can have an enormous number of moving parts. Among them, the following are not included in the project scope outlined above: research, writing and editing textual content; photography, significant photo retouching and stock photo research; logo design; illustration; entering and maintaining blog posts.

Not being a web hosting company, I don't offer technical support for web hosting, email or other services related to site hosting. That said, I'll do my best to help or point you to solutions if you need them. Similarly, I don't offer or include technical support for issues or problems with your computer or its installed software, such as desktop email programs.

If you'd like me to include any of these items in the project scope, please tell me in writing, and I'll revise the above estimate, or work out a separate one for the addition(s).

Changes, revisions and fixes

The price at the beginning of this agreement is based on the length of time I estimate it will take to do everything you've told me you want. But if you change your mind, or want to add something new, no problem. If it's a significant change from the original spec we both agreed on, we'll work out a separate estimate for it, and adjust deadlines to reflect additional time required.

I can't guarantee that all the web pages will always be error free, but if you do spot any errors, I'm happy to make minor modifications and corrections within a reasonable period after completing the project.

Please put all change/addition requests in writing, so I can keep track of them.

Payments

I'm sure you understand how important it is, as a small business, that you pay the invoices I send you promptly. And also, since I'm sure you'll want to stay friends, you agree to stick to the following payment schedule.

I require a 33% deposit to begin, the second 33% at approval of the site's deployment on my test server, with the balance due before your site launches on its own server. Expenses such as web hosting, fonts, images, etc. would be paid á la carte—as needed—by you.

Changes to the project scope amounting to less than 30% of the original estimate will be added to the final payment. Changes totaling more than 30% will be invoiced as an additional installment, due before the final payment.

Payment is due upon receipt of invoice, which will include payment instructions. My rate is subject to change, but will not change during the length of this agreement.

Legal Stuff

Copyright

You guarantee that any text, graphics, video footage, designs, trademarks, or any other content you provide me for publishing in the project is owned by you, or that you have permission to use it for the purpose intended. If ownership or permission problems arise, you agree to pay all expenses I may incur, associated with such claims or disputes, and you agree to fully indemnify me in disputes regarding ownership or permission to use content you provided.

When I receive your final payment, the copyright of the work I have produced for your project is assigned to you as follows: You own any graphics and visual elements that I have created for you. You also own anything you have provided to me, unless someone else owns them. If I use any code or images I haven't produced myself for this project, such as from a code library or in a content management system, or a stock image with its own license, this belongs to its respective owner, and its original license must be retained and respected.

Okay, we're on the home stretch now...

Liability

I can't guarantee my work will be absolutely error-free, or that functions contained somewhere in your website will remain error-free forever. So I can't be liable to you or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages.

You agree that any material submitted for publication will not contain any illegal or unethical materials. You also assure that the site will not publish such material after completion. By signing this, you also acknowledge I will not infringe or violate the rights of any third party or break any laws.

Heaven Forbid

In the event that working together is not working out, either of us may terminate this agreement by providing 3 days' written notice to the other (non-terminating) party. In the event that you terminate this agreement, or cancel the project, you will be responsible for payment of all outstanding balances for all work performed prior to termination. Ownership of all work created in anticipation of the project's completion will be granted in the same manner as if the project had been completed, as described up in the "Copyright" section

And Finally...

Although its language is simple, this agreement's intention is serious, and it is a legal document under jurisdiction of the laws of the State of New York. However, in the unlikely event that a dispute arises, I agree to first try to resolve it through peaceful mediation.

If any provision of this agreement shall be unlawful, void or for any reason unenforceable, then it can be severed from this agreement, and shall not affect the validity and enforceability of any remaining provisions.

Each of us can sign separate copies of this document, and together, each copy will be deemed an original, all of which together shall constitute one and the same document.

The undersigned confirm that they have read, understood and agreed to the requirements in this agreement. This document may only be amended in writing, and if it is signed by both of us.

Name: Jim Kendrick Signature: _____ Date: _____

Name: _____ Signature: _____ Date: _____