

CONTRACT – GET FOUND MARKETING

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 needs to happen to keep the project progressing smoothly. In this contract you won't find complicated legal terms or large passages of unreadable text. We simply want to achieve what's mutually best for both parties, now and in the future.

IN SHORT

You, hereby referred to as the Client, are hiring Get Found Marketing located at Po Box 660, Woodridge, Queensland to design and develop a web site for the total price agreed upon as outlined in our correspondence. The agreed payment plan has been emailed to you.

WHAT DO BOTH PARTIES ADHERE 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 them, and in the format that we ask for.

You agree to review our work, provide feedback and sign-off approval in a timely manner. Deadlines work two ways and you will also be bound by any dates that we set together. You also agree to abide by 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. In the event of a delay caused by deferred feedback or collateral, we agree that the COMPANY is not accountable for a missed launch date.

CONFIDENTIALITY

Both parties agree to respect and keep each others' trade practices, trademarks, proprietary information, and intellectual property confidential. Violation of this section voids this agreement without indemnity to the COMPANY.

DETAILS OF THE WORKS

We will create designs for the look-and-feel, layout and functionality of your web site. This contract includes one main design, one initial revision, and one final revision.

If you're not happy with the designs at this stage, you may continue to commission us to make further design revisions at the hourly rate set out in our original estimate. Please note that designs typically take 4 hours to execute.

CMS BASED WEBSITE PROJECTS

We will test all our markup and CSS in current versions of all major browsers including those made by Apple, Microsoft, Mozilla and Google. We will also test to ensure that pages will display visually in a similar, albeit not necessarily an identical way, in Microsoft Edge for Windows.

We will not test these templates in old or abandoned browsers, for example Microsoft Internet Explorer 5, 5.5, 6, 7, and 8 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.

All sites we build are multi-platform responsive (They display dynamically depending on the browser size of the device). Your website will not display identically across different devices.

We warrant that all functionalities will exist across all tablets, smartphones and PCs (with the exception of proprietary browsers on specific devices like the Blackberry).

OTHER CONTENT

If needed, all photographs you will supply us should be in digital format. If you choose to buy stock photographs we can suggest vendors of stock photography. If you choose to defer additional photo selection to us, we will be happy to do so. Please note that this is an additional service charged at our hourly rate (up to 8 photos). We provide up to 15 premium stock photos that we can use for your website.

CHANGES AND REVISIONS

The estimate/quotation prices at the beginning of this document are based on the number of hours that we estimate we'll need to accomplish everything that we have agreed on. 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 standard rates set out in the estimate we gave you, and changes will be implemented before the initial QA. Along the way we might ask you to put requests in writing so we can keep track of changes.

LEGAL

No web functionality is perpetually flawless. We do not guarantee that the functions contained in any web page layouts or in a completed web site will be error-free for the foreseeable future.

We agree that we are not 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. Once the sign-off document is completed and/or the credentials are submitted to you, all responsibility for maintaining the site is no longer our accountability.

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, designs, trademarks, or other artwork that you provide us for inclusion in the web site are either owned by your good-selves, or that you have permission to use them.

DIGITAL MILLENIUM ACT

The COMPANY shall assume that the copyright of all the images you provide either belong to you or are royalty free. The company shall assume no liability in the event of intellectual property rights infringement including, but not limited to images and content.

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. We reserve the right with your permission, 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.

PAYMENTS

We are sure you understand how important it is as a business that you pay the invoices that we send you promptly. As we're also sure you'll want to keep each other as business partners, you agree to stick tight to the following payment schedule, which will be as follows, but may be revised based on further conversations between us.

50% at the start of the project

50% upon project completion (prior to site propagation on your chosen hosting provider)

Just like a parking ticket, you cannot transfer this contract to anyone else without our permission. 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 and binding document.

I agree to accept the terms and conditions for this project on behalf of our organization. I am aware that I am bound by the scheduled specified within this document. My signature attests to my agreement to the scope work outlined within this Service Level Agreement and my commitment to the agreed schedules stated within this document.

Get Found Marketing

Neil Singh