



# Pier5 Design and Development Contact

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- Revised date: September 26<sup>th</sup> 2020
- [Customer name]

Between Pier5, LLC and you, [Customer name]

## Summary:

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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] are hiring us **Pier5** located at **8649 Ruffin Ct Manassas, VA 20109** to design and develop a website for the estimated total price of **[\$[cost of site] and \$15 per month for website hosting** (does not include domain fees) as outlined in our initial meeting with a completion date of [date]. Of course, it's a little more complicated, but we'll get to that.

## What do both parties agree to do?

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*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 tell you we need to complete the project. You'll do this when we ask and provide it in the formats we need. You'll review our work, provide feedback, and approval in a timely manner too. Deadlines work two ways, so you'll also be bound by dates

we set together. You also agree to stick to the payment and project schedule set in 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 meet every deadline that's set and on top of that we'll maintain the confidentiality of the information you give us.

# The Nitty Gritty

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## Design

We create look-and-feel designs, and various layouts that adapt to the capabilities of many devices and screen sizes. We create designs and website around Divi Builder for WordPress. We may use visuals to indicate a creative direction (color, texture and typography.) We call that 'atmosphere.' Don't worry if you don't have an artistic side, part of our initial visit is to help you come up with the foundational design items like a color scheme for your site and/or business.

## Website Architecture

Once we get the design nailed down, it's time to build out the architecture framework and the overall data structure of your website. It's important to have a solid, logical, and easy to use UI/UX (User Interface/User Experience) not only for use by visitors, but also to allow for easier maintenance of your website going forward. Website Architecture encompasses all the major building blocks of your website and how they all fit together – think pages, page hierarchy, and major functions/sections.

## Website Hosting

If you choose to host with us, we host your website via Cloudways managed hosting on Vultr High Frequency dedicated servers. This means your website loads super quick and remains completely secure. However, if something does go wrong we have a direct line to support and can resolve your issues without any actions required from you. Our fee will include setting up this server, so if you have your own professional hosting, we need to know to provide an accurate estimate. If you do have your own professional hosting, the updates to, and management of that server will be up to you.

## **Storage Capacity**

We provide up to 10GBs of storage per client – most of our clients use less than 1GB. If more storage is required, an additional cost of \$15 per GB per quarter will be required.

## **Text content**

We will add any textual content you wish to add to your website. While it is ultimately your decision on what text will appear on the website, we offer feedback and final proof reading edit services as part of the contractual agreement.

## **Graphics and photographs**

You should supply graphic files, such as logos in an editable, vector digital format. Any photos you supply should be in a high-resolution digital and editable format. Our in-house videographer and photographer will provide all photos and videos needed for your website. After creating the design board for your site, we will determine what types of images are needed and schedule a time for our photographer to take photos/videos with you. If you would like additional photos and videos for other uses, please let us know and we can draw up a separate contract.

## **HTML, CSS and JavaScript**

We deliver web page types developed from HTML markup, CSS stylesheets for styling and unobtrusive JavaScript for feature detection, poly-fills and behaviors. We use Wordpress, Divi, and custom CSS styling to ensure professional look and feel of your website.

## **Browser testing**

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 a browser or device.

## **Desktop browser testing**

We test our work in current versions of major desktop browsers including those made by Apple (Safari), Google (Chrome), Microsoft (Edge), Mozilla Firefox and Opera. We'll also test to ensure that people who use Microsoft Internet Explorer 11 for Windows get an appropriate experience. We won't test in other older browsers unless we agreed separately. If you need an enhanced design for an older browser, we can provide a separate estimate for that.

## Mobile browser testing

Testing using popular smaller screen devices is essential in ensuring that a person's experience of a design is appropriate to the capabilities of the device they're using. We test our designs on:

iPhone and Android

We won't test in Blackberry, Opera Mini/Mobile, specific Android devices, Windows or other mobile browsers unless we agreed separately. If you need us to test using these, we can provide a separate estimate for that.

## Search engine optimization (SEO)

SEO is extremely important in today's "everything is only a Google Search away world." While we don't guarantee improvements to your website's search engine ranking, the web pages that we develop are accessible to search engines and we used the keywords that you provide during the development of your site. However, SEO is best done over a period of time as Search Engines take a few weeks to crawl through your site and move your pages through the rankings.

Since there are so many factors that go into SEO, monitoring your site over a couple of months using dedicated SEO tools is needed for true optimization. Because of this lengthier monitoring, we offer SEO services with our Premium Continuity Plan.

## Changes and revisions

We know from experience that fixed-price contracts are rarely beneficial to you, as they often limit you to your earliest ideas. We don't want to limit your ability to add or change the content of your website. The price at the beginning of this contract is based on the number of hours that we estimate we'll need to accomplish everything you've told us you want to achieve, but we're happy to be flexible. If you want to change your mind or want to add anything new, that won't be a problem as we'll provide a separate estimate for the additional work required. Once you have approved an item (for example the colors for your

design) and then later in the project want to change that, we will need to have a discussion and renegotiate this contract.

After your site has launched, we automatically put you on our Premium Continuity Plan free for the first month! As your free month draws to a close, we reach out to you with your site's monthly report and see if you would like to continue on one of our Continuity Plans by signing a Continuity Plan Contract.

## Legal stuff

We can't guarantee that our work will be completely 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.

We cannot be held liable if your website is used or be used as an intermediary source to post illegal, malicious, or harmful/discriminatory content. If you are hosting such content, we will advise you to remove said content. If appropriate actions are not taken to remove this content, then we will be forced to take down your website and cancel this contract.

While we can provide backups of your website, we shall have no liability to you or any other person for loss, damage or destruction of any of your content. The Hosting Services are not intended to provide a PCI (Payment Card Industry) or HIPAA (Health Insurance Portability and Accountability Act) compliant environment and therefore should not be used or considered as one. That being said, we do assist with setting up gateways to services that are PCI compliant.

Finally, if any provision of this contract shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this contract and shall not affect the validity and enforceability of any remaining provisions.

Phew!

## Copyrights

First, you guarantee that all elements of text, images or other artwork you provide are either owned by your good selves, or that you've permission to use them.

Then, when your final payment has cleared, copyright will be automatically assigned as follows:

You'll own the visual elements that we create for this project. We'll give you source files and finished files and you should keep them somewhere safe as

we're not required to keep a copy. You own all elements of text, images and data you provided, unless someone else owns them.

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. We also will place a small link to our website with the text "Designed by Pier5" in the footer of your site.

# Project schedule

Below is the timeline specific to this project.

<u>Dates</u>	<u>Phase</u>	<u>Specifics</u>	<u>% of Project</u>
	<b>Initial Meeting and Kickoff</b>	<ul style="list-style-type: none"> <li>• Initial Meeting</li> <li>• Determine Website Design and Functions</li> <li>• Determine Domain and Hosting</li> <li>• Sign Contract</li> <li>• Send initial Invoice</li> <li>• <b>Client - Sends over branding element</b></li> </ul>	15%
	<b>Design Board (5 days)</b>	<ul style="list-style-type: none"> <li>• Determine Website Fonts</li> <li>• Pick Website Colors</li> <li>• Decide on overall feel/emotions</li> <li>• Layout Branding on Design Board</li> </ul>	5%
	<b>Client Review of Design Board (2x) (5 days)</b>	<ul style="list-style-type: none"> <li>• <b>Client - Approves design board</b></li> <li>• <b>Client – Makes First Payment - 30%</b></li> </ul>	
	<b>Website Structure + Home Page Mock Up (5 days)</b>	<ul style="list-style-type: none"> <li>• Develop Website Architecture</li> <li>• Design Home Page Mockup</li> </ul>	10%
	<b>Client Review of Website Architecture and Home Page Mock Up (2x) (5 days)</b>	<ul style="list-style-type: none"> <li>• <b>Client – Reviews and Approve website architecture</b></li> <li>• <b>Client – Reviews and Approves Home Page Mockup</b></li> </ul> <p><i>*Up to two review cycles are included</i></p>	
	<b>Website Development (15 days)</b>	<ul style="list-style-type: none"> <li>• Full mobile first website design</li> <li>• First website build</li> <li>• <b>Client - sends over content - images, text, links, etc</b></li> </ul>	40%

	<b>Client Review of Initial Website Draft and provides feedback (2x) (20 days)</b>	<ul style="list-style-type: none"> <li>• <b>Client - Reviews first build and provides feedback.</b> <ul style="list-style-type: none"> <li>○ UX/UI Design</li> <li>○ Page content</li> </ul> </li> </ul> <p><i>*Up to two review cycles are included</i></p>	
	<b>Finalizing (5 days)</b>	<ul style="list-style-type: none"> <li>• <b>Client – Confirms Launch date</b></li> <li>• Website Proof reading</li> <li>• Search Engine Optimization (SEO)</li> <li>• Speed and usability refinement</li> </ul>	20%
	<b>Launch! (2 days)</b>	<ul style="list-style-type: none"> <li>• <b>Client – Conducts final review (only minor edits)</b></li> <li>• Deploy to production environment</li> <li>• Final functionality test</li> <li>• Launch!</li> <li>• Start Continuity Plan (first month free!)</li> <li>• Send Final Invoice</li> <li>• <b>Client – Submits Final Payment</b></li> </ul>	10%

As you can see, you'll have plenty of opportunities to review our work and provide feedback. If, at any stage, you're not happy with the direction our work is taking, you'll pay us in full for everything we've produced until that point and cancel this contract.

## Payment schedule

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

- 30% of total cost upfront (does not include hosting fee)
- 70% of total cost at the completion of the site on the agreed upon date

We issue invoices electronically. Our payment terms are 10 days from the date of invoice. All proposals are quoted in US dollars and if applicable, payments will be made at the equivalent conversion rate at the date the transfer is made.



If applicable, you agree to pay all charges associated with international transfers of funds. The appropriate bank account details will be printed on our electronic invoice. We reserve the right to charge interest on all overdue debts at the rate of **10%** per month.

# **Initial Meeting**

## **Features/Requests**

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# But where's all the horrible small print?

If you need to transfer this contract to anyone else, you will need to get our written permission so that this contract can stay in place and need not be amended. 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 under exclusive jurisdiction of legal courts. By you signing this agreement you agree that any part of this agreement shall be governed by the laws of the Commonwealth of Virginia. Any litigation arising out of this Agreement shall be conducted in a forum located within the Commonwealth of Virginia, County of Prince William.

## The dotted line

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Signed by and on behalf of **Pier5**

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Signed by and on behalf of  
**[Customer name]**

Date [Date]

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