

STRIKE DESIGN ONLINE

MUTUAL AGREEMENT



Between Strike Design Online And Bronwyn Pool
August 20, 2018

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 Bronwyn Pool, located at 1507 7th Street Suite 190 Santa Monica CA, 90401 are hiring us Strike Design Online located at Parallel Boulevard 158, Noordwijk aan Zee, the Netherlands for:

Brand Strategy and Re-Design and develop a website.

For the estimated total price of **XXX** as outlined in our previous correspondence.

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

What do both parties agree to?

As our customer you have the power and ability to enter into this contract on behalf of yourself, your company or your organisation. You agree to provide us with everything that we'll need to complete the project – including text, images and other information – as and when we need it and in the format we ask for. You agree to review our work provide feedback and approval in a timely manner too. Deadlines work two ways and you'll also be bound by any dates that we set together. You also agree to keep to the payment schedule set out at the end of this proposal.

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 endeavour to meet every deadline that's set and on top of that we'll maintain the confidentiality of everything you give us.

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 endeavour 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'll also maintain the confidentiality of any information that you give us.

Getting down to the nitty gritty

DESIGN

If we are designing your application we'll create designs for the look-and-feel, layout and functionality of your website. This contract includes one main design plus the opportunity for you to make up to two rounds of revisions to make your custom design just right. Any additional revisions, beyond (2) included, are billed separately.

HTML and CSS layout templates

If the project includes HTML markup and CSS Templates, we'll develop these using valid HTML and CSS codes. The landscape of web browsers and devices changes regularly and our approach is to look forward, not back. With that in mind we will test all our markup and CSS in current versions of all major desktop browsers to ensure that we make the most from them.

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.

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 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.

Text content

We are not responsible for writing or inputting any text copy. We will be happy to help, but significant work on my part will result in a charge above and beyond the original price. This will not be done without your approval of an additional quote provided in advance.

Photographs

If needed, you will supply me photographs either in digital or printed format. If you choose to buy stock photographs that price will be added to the initial quote. Stock photography will not be purchased without your written approval.

Changes and revisions

We don't want to limit your ability to change your mind. The estimate/quotation prices in this proposal are based on the time we estimate we will need to accomplish everything that you have told us you want to achieve, but we're happy to be flexible. If you want to change your mind or add anything new, that won't be a problem as we'll provide a separate estimate for those additional weeks.

If you do want to change your mind, add extra pages or templates, or even add new functionality, that won't be a problem. At that time you will be provided with an additional quote for the extra work.

Search engine optimisation (SEO)

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

Technical support

We do not offer or include technical support for website hosting, email, or other services relating to website hosting. If you do require help with anything beyond the design and development of your site, we will be happy to help. As agreed, the quote provided includes the installation and setup of your site on your server as well as the implementation of any statistics software such as Google Analytics. Updates to, and management of that server, plus any support issues will be up to you. If you don't have a professional hosting, we will recommend one of our preferred hosting providers.

Then, the updates to, and management of that server will be up to you.

Legal

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 deemed severable from this contract and shall not affect the validity and enforceability of any remaining provisions.

Intellectual Property Law

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, graphics, photos, designs, trademarks, or other artwork you provide are either owned by your good selves, or that you’ve 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:

When we receive your final payment, copyright is automatically assigned as follows:
You own the website we design for you plus the visual elements that we created for you for this project. We will give you a copy of all files and you should store them carefully as we are not required to keep them or provide any native source files that we used in making them. 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.

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

We also reserve the right to display and link to your completed project as part of my portfolio and to write about the project on websites, in magazine articles, and in books.

Payments

As agreed, our payment schedule will be as follows but may be revised based on further conversations between us.

[x%] of total fee upon agreement of initial design: [deposit fee]

[x%] of total on delivery of the website (pre-snagging): [second fee]

[x%] of total fee on completion of the project: [balance]

Interest accrued if payment is more than 14 days late. We reserve the right to add 5% any outstanding balance every 7 days, starting from 15th day after receipt of the finished product.

But where's all the horrible small print?

Just like a parking ticket, you can't 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 document under exclusive jurisdiction of the courts of the United States of America.

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 under exclusive jurisdiction of English and Welsh courts.

Oh and don't forget those men with big dogs.

The dotted line

Signed by and on behalf of [company name] ...Strike Design Online.....

Signed by and on behalf of [customer name]

Date [date]

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