

# *Librarina Design*

*Agreement and payment plan*

Between **Designer's Name at Company Name** and **Customer's name**

## **Disclaimer**

I am not a full-time graphic or web designer. Neither am I a full-time videographer, fundraiser, gift developer, content manager, social software guru, or marketer. I have been all of these things in the past, and have the ability to do all of the above, but my design work is strictly a side business. This means my priorities are my family, my full-time job as a public librarian, followed by my design work, in that order. I truly enjoy design, but can only guarantee about an hour of work dedicated to design and consulting a day, unless I am given enough advance notice to adjust my schedule. This means there will be little room in your project for last minute changes, tweaks, or additions. If you are able to work within these parameters, read on. If this concerns you, I may not be the designer for you.

## **Summary**

I will always do my best to fulfil 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. I have no desire to trick you into signing something that you might later regret. I do want what's best for the safety of both parties, now and in the future.

*In short*

You, **Customer's name**, are hiring **Carina Gonzalez of Librarina Design** to design and develop for the estimated total price of \$25/hour outlined in our previous correspondence. The agreed payment plan is at the end of the document.

*What do both parties agree to do?*

As my customer, you have the power and ability to enter into this contract on behalf of your company or organization. You agree to provide me with everything that I need to complete the project including text, images and other information as and when I need it, and in the format that I ask for. You agree to review my 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.

I have the experience and ability to perform the services you need from us and I will carry them out in a professional and timely manner. If there is anything I am not able to do, I will make that clear. Along the way I will endeavour to meet all the deadlines set but I 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 my work on-time at any stage. On top of this I will also maintain the confidentiality of any information that you give me.

## **Details of the works**

I will create designs for the look-and-feel, layout and functionality of your project. This contract includes one main design plus the opportunity for you to make up to two rounds of revisions. If you're not happy with the designs at this stage, you will pay us in full for all of the work that I 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 my original estimate.

*Wix/Weebly/Google Sites etc. templates*

I will explain to the best of my ability the limitations of both myself and whichever web design program you choose to launch your site. I no longer code sites from scratch, despite having the ability to do so, because it is far too time consuming and therefore unaffordable to most of my clients at an hourly rate. However, all of these cookie cutter design programs have strengths and weaknesses. If you would like to do something that the program you have chosen simply cannot do - or that is not within my ability to force the program to do - be prepared to start from scratch at a new contracted rate. I cannot be held responsible for services you wish provided that were not initially requested when you hired me. In other words, you need to clearly tell me everything you want in the beginning so I make sure to select the best design program for your goals.

### *Text content*

I am not responsible for writing or inputting any text copy unless I specified it in the original estimate. I'll be happy to help though, and in addition to the estimate I will charge you at \$25 per hour, including a free initial consultation, for copy writing or content input.

### *Photographs*

If needed, you will supply us photographs either in digital or printed format. If you choose to buy stock photographs I can suggest vendors of stock photography. Any time I spend searching for or taking appropriate photographs will be charged at \$25 per hour, after a free initial consultation to determine if this is the best route to take.

### *Changes and revisions*

I know from plenty of experience that fixed-price contracts are rarely beneficial to you, as they often limit you to your first idea about how something should look, or how it might work. I don't want to limit either your options or your opportunities to change your mind.

The estimate/quotation prices at the beginning of this document are based on the number of days that I estimate I'll need to accomplish everything that you have told us you want to achieve. 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 daily rate set out in the estimate I gave you. Along the way I might ask you to put requests in writing so I 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, I can set up an account for you at one of our preferred, third-party hosting providers. I will charge you a one-off fee for installing your site on this server, plus any statistics software such as Google Analytics; then the updates to, and management of that server, plus any support issues will be up to you.

I am not a web site hosting company and so I 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, I'll be happy to help.

## Legal stuff

I 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 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 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, designs, trademarks, or other artwork that you provide us for inclusion in the design are either owned by your good selfs, or that you have permission to use them.

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

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

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

I love to show off my work and share what I have learned with other people, so I 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 design.

## Payments

I am sure you understand how important it is as a small business that you pay the invoices that I send you promptly. As I'm also sure you'll want to stay friends, 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% of total estimated fee upon agreement of initial design:** Deposit Fee

**Remainder of fee payable not more than 14 days after receipt of finished product:**

Remainder of Fee

Interest accrued if payment is more than 14 days late is 5% of outstanding amount to be added every 7 days, starting from 15th day after receipt of finished product.

*But where is all the horrible small print?*

Just like a parking ticket, you cannot transfer this contract to anyone else without my 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.*

Everyone should sign below and keep a copy for their own records.

Signatures of parties involved:

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