

Tailored Website Terms

Last Updated 11/22/2016

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 all know what's what, who should do what and when, and what will happen if something goes wrong. In these terms you won't find any complicated legal terms or long passages of unreadable text. We've no desire to trick you into 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 are hiring us (REACHRIGHT Studios LLC) to design and develop a tailored website for the estimated total price of **\$1000-\$1500 & \$75/month** as outlined below.

Pricing Breakdown

Item	Monthly Price	Quantity	Unit Price	Total
Tailored Website Design Rate	\$75	1	\$1000	\$1000
(Optional) Website Content Upload	\$0	1	\$500	\$500
Grand Total	\$75			\$1000 - \$1500

Well that seems simple, right? Of course it's a little more complicated, but we'll get to that...

What do both parties agree to do?

You: You have the authority to enter into this contract on behalf of yourself, or your organization. You'll give us everything we need to complete the project as, when, and in the format we need it. 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.

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

Getting down to the nitty gritty

Design

We create look-and-feel designs, and flexible layouts that adapt to the capabilities of many devices and screen sizes. We create designs iteratively and use predominantly HTML and CSS so we won't waste time mocking up every template as a static visual. We may use static visuals to indicate a look-and-feel direction (colour, texture and typography.) We call that 'design atmosphere.'

You are purchasing a premade site that will be tailored to match your brand's colors and imagery. This is not a custom site and will share a structure with other sites, but the homepage imagery will be unique to your organization.

Logo Design

Unless specified, logo design is not included in the price

If included above, you will receive 3 initial concept logos and 4 sets of revisions based on the approved concepts. Any additional design work will be billed at a rate of \$100/hour.

Upon approval of the logo, you will receive high resolution vector files in .eps, .ai, .svg, .pdf, .png, and .jpg formats.

The full ownership of the logo will be transferred to you, the client. We reserve the right to use the completed logo and all concepts in marketing and promotional materials.

Text content

If you have paid for website content uploading, we will upload all text content on the primary pages on the site as part of this agreement. Text will be given to us in a digital format that can be copied and pasted.

Photographs

If you have purchased content uploading to the site, you should supply graphic files in an editable, vector digital format. We have access to millions of stock photographs that we use on most of our website designs. If you prefer you may supply your own photographs in a high resolution digital format. You agree to get those to us in a timely manner so we can continue to develop the site in a timely manner.

HTML, CSS and Javascript

We deliver templates developed from HTML5 markup, CSS2.1 + 3 stylesheets for styling and unobtrusive Javascript for feature detection, poly-fills and behaviors.

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 Microsoft Internet Explorer 8 for Windows users get an appropriate, possibly different, experience. If you need an enhanced design for an older browser, we can provide a separate estimate for that.

Mobile browser testing

Testing popular small-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 work in:

iOS: Safari, Google Chrome on Iphone 6, 6+ and 7

Android 7: Google Chrome on Nexus 6 and Galaxy s7

We currently don't test Windows Mobile, Blackberry OS or Blackberry QNX, Opera Mobile, Symbian or other mobile browsers. If you need us to test using these, we can provide a separate estimate for that.

Technical support

We will provide ongoing technical support for your website as long as you remain a client and are current with your monthly hosting fees.

We will provide support training at no additional cost to one individual of your choosing within your organization. This individual is to serve as the go between for all website managers within your organization and our technical support team at REACHRIGHT. You may change the individual of record at any time.

Our support system is run primarily through email, online tickets and phone calls by appointment. We cannot provide support for third party applications not installed and managed by REACHRIGHT.

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 change your mind. The price at the beginning of this contract is based on the length of time 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 add anything new, that won't be a problem and we'll provide a separate estimate for that.

Legal stuff

We can't guarantee that our work will be 100% error-free at all times 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. 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. You will have access to all source files and finished files and will continue to host them for you. 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 that to you, exclusively and in perpetuity for this project only, unless we agree otherwise. This ensures us that you will not resell the completed design, and allows us to acquire standard software licenses for your unique applications.

We love to show off our work and share what we've learned with other people, so we reserve the right, with your permission, to display and link to your project as part of our portfolio and to write about it on websites, in magazine articles and in books. We would also like to include a small link at the bottom of your site to our website as is standard in the industry.

Payments

We're sure you understand how important it is for 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 payment terms outlined in our initial correspondence.

If we have a credit card on file we will process these payments automatically unless we hear from you otherwise.

For monthly hosting we ask that all clients have a credit card on file.

We begin paying our hosting partners for your space immediately after you sign this agreement, so your first monthly hosting payment will be due the first day of the month after this contract is signed. We will not prorate the amount leading up to that day. Consider that our gift to you. Ongoing monthly hosting payments will be due the first day of each subsequent month.

If payment is not received we will stop working on the project when the balance is 15 days past due. We will deactivate the website if payment is more that 30 days past due.

Like most small businesses we do not really enjoy giving refunds, but if we get to a place where that seems the best solution we will refund all monies paid for work that has not yet been completed. You agree to pay the difference for any work completed that has not yet been paid for. You see that? It works both ways.

Initial good faith deposits are non refundable as they are used to secure our team's time in the discovery process.

There will be no refunds on monthly hosting fees.

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.

If for some reason we can't seem to come to an agreement about how to resolve a dispute, You agree that under no circumstances will we file suit against each other as it relates to this project. Any and all disputes concerning this contract or the services provided by REACHRIGHT studios will be settled via binding arbitration in Madison Wisconsin.

Although the language is simple, the intentions are serious and this contract is a legal document under exclusive jurisdiction of Wisconsin courts.