

Mutual Agreement

This mutual agreement, entered into on the day this minimum engagement is purchased, is between us, eCreations, LLC and you, the one purchasing our minimum engagement (CLIENT).

Summary

We will always do our best to fulfill your needs and meet your goals, but sometimes it's best to have a few things written down so that we both know what's what, who should do what, and what happens if stuff goes wrong. In this agreement, you won't find complicated legal terms or long passages of unreadable text. We have no desire to trick you into signing something that you might later regret. We do want what's best for the safety of both parties, now and in the future.

In Short

You are hiring us, eCreations, LLC, located at 2222 West Parkside Lane, Suite 116, Phoenix, Arizona 85027 to design and develop a new website for the estimated total price as outlined in our proposal. Of course, it's a little more complicated, but we'll get into that.

What Do Both Parties Agree To Do?

As our client, you have the power and the ability to enter into this agreement on behalf of your company or organization. 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 requested format. You agree to review our work, give us feedback and provide approval in a timely manner. Deadlines work both ways, so you'll also be bound by any dates that we set together. Additionally, you agree to stick to the payment schedule set out at the end of this agreement.

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, but we can't be responsible for a missed deliverable date or deadline if you have been late in supplying materials, have not approved or signed off on the work in a timely fashion at any stage. We also can't be responsible for missed deadlines if we're dependent on any third-party provider in association with this project. On top of this, we'll maintain the confidentiality of any information that you give us.

Getting Down to the Nitty Gritty

Design

We create and/or customize designs that adapt to the capabilities of many devices and screen sizes. We create them in iterations for the look and feel, layout and functionality and use predominantly HTML, PHP, CSS and JavaScript, so we won't waste time mocking up every template or page as a static visual. We may use visuals to indicate a creative direction (color, texture and typography.) We call that "atmosphere." This agreement 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 for all of the work that we have produced until that point, and you may either cancel this agreement or continue to commission us to make further design revisions at our standard hourly rate.

Development

We also use HTML, PHP, CSS and JavaScript for developing websites within the WordPress framework. For eCommerce websites, we use WooCommerce. We may also use third-party plugins or extensions to meet the initial scope of the project. If we run into an issue with a third-party plugin or extension, we'll get in touch with you to explain the situation and together, come up with a direction.

Review of Design and Development

You'll have plenty of opportunities to review our work and provide feedback. We count on it! We'll either share a Google Drive folder or development site URL with you and we'll have regular, possibly daily, contact by either phone, email or Zoom / Google Meets online meeting.

Browser Testing

The landscape of web browsers and devices change 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. Users of older or less capable browsers or devices will experience a design that is appropriate to the capabilities of their software.

We test our work in current versions of major desktop browsers including those made by Apple (Safari), Google (Chrome), Microsoft (Edge) and Mozilla (Firefox). We won't test in other older browsers unless we agree 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 in iOS (Safari and Google Chrome) and for Android (Google Chrome).

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

Other Browser Testing

We will also test that these templates perform well on Apple's iPad and most newer versions of Samsung tablets. We will not test old or abandoned browsers, for example Microsoft Internet Explorer 6 or 5.5 for Windows or Mac, previous versions of Apple's Safari, Google Chrome or Mozilla Firefox unless otherwise specified. If you need us to consider these older browsers, we will charge you at our standard hourly rate for any necessary additional design work, development and testing.

Text Content

We may have written a hundred blog posts, but we're not responsible for writing or inputting any text copy, unless we specified it in the original estimate. We'll be happy to help though and if that's the case, we will charge you our standard hourly rate.

Photographs

You will supply us photographs in digital format. If you choose to buy stock photographs, we can suggest vendors of stock photography. Any time we spend searching for appropriate photographs, you will be charged our standard hourly rate.

Changes and Revisions

We know from plenty of experience that fixed-price agreements are rarely beneficial to you, as they often limit you to your first idea about how something should look, or how it might work. We don't want to limit either your opinions or your opportunities to change your mind. The estimate/proposal prices at the beginning of this document are based on the amount of work we estimate we'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. However, you'll be charged accordingly and these additional costs will need to be agreed to before the extra work commences. This additional work will affect deadlines which will be adjusted accordingly. We'll be up front about all of this if, and when it happens to make sure we're all on the same page before proceeding. We may also ask you to put requests in writing, so we can keep track of changes.



If the nature, requirements, or functions of the project change significantly throughout the process, we reserve the right to deem the current project cancelled. At this point, you will pay us in full for all the work we have done and may commission us to complete the new project based on the new requirements. This will require a new proposal and agreement.

Search Engine Optimization (SEO)

We don't guarantee improvements to, or indexing of your website's search engine ranking, but the web pages we develop are accessible to search engines. If you would like comprehensive and ongoing SEO support, we can provide a separate estimate for that.

Technical Support

You may already have professional website hosting; You might even manage that hosting in-house. If that's the case, great. If you don't manage your own website hosting, or your current hosting environment does not support the solution we are providing, we can set up an account for you at one of our preferred, third-party hosting providers. We will charge you a one-time fee for setup and installation of your site on this server, plus any statistics software such as Google Analytics. Then, the updates to, and management of that server, as well as any support issues, are up to you. We do not include technical support for website hosting, email or other server-related issues. We will however, work on your behalf and help you with your hosting provider upon request, at our standard hourly rate.

Maintenance and Security

We do not automatically include support for any type of maintenance, updates, backups or security configurations/updates after the project is completed. We are not liable for any hacking or intrusion to the site or CMS (Content Management System) used. If you need maintenance or security support, we can provide a separate estimate for that.

Estimates

Everyone's time is valuable and we have no intention to nickel and dime you or pull the wool over your eyes. We've used our experience as well as additional conversations with you to provide our best estimate, which we believe is required to complete your project. Our estimate is just that - an estimate. Sometimes things happen that require us to spend more time than we originally thought. If we run into an issue, we'll get in touch with you to explain the situation and together, come up with a direction.

Hourly Rates

Unless otherwise negotiated and agreed to in writing, our standard hourly rate is \$160.00, billed weekly in 15-minute increments. All of the time we spend working on this project (including planning, designing, developing, research, phone calls, internal and external meetings and email communications), or working on your behalf, should be expected to be charged against this project and/or invoiced.



Working Hours

Communication between you and us is to be conducted during our normal business hours (Monday through Friday from 8:30am to 5:00pm Arizona time). If you need to talk to us, or other requirements require us to be available outside of these hours, a premium rate of 3 times the standard hourly rate may be applied.

Legal Stuff

We'll carry out our work in accordance with good industry and business practices and at the standard expected from a suitably qualified person or company with relevant experience.

We can't guarantee that the functions contained in any website will always 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 arising out of the operation of or inability to operate this website and any other web pages, even if you have advised us of the possibilities of such damages.

Your liability to us will also be limited to the amount of fees payable under this agreement 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.

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 website are either owned by you, or that you have permission to use them. You also agree to protect us, if any claim by a third-party arises that states we're using their intellectual property.

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. You also own text content, photographs and other data you provided, unless someone else owns them. We own the markup, CSS and other code that we write, and we license its use to you in perpetuity for use on only this project. If we use plugins or extensions to meet or enhance the functionality of your website, that code is owned by the developer of that plugin or extension and is licensed to you for the fee (if any) that is associated with it.

Upon your request, we'll 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 we used to make them.

Displaying Our Work

We love to show off our work and share what we have learned with other people, so we reserve the right to display and link to your completed project as part of our portfolio and to write about the project on websites, in magazine articles and in books about web design and development.

Payments

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

- Minimum Engagement of \$2,000, purchased securely online.

We issue invoices electronically in United States Dollars. Our payment terms are upon receipt of invoice and you agree to pay all charges associated with international transfers of funds. We reserve the right to charge interest on all overdue debts at the rate of 5% per month or part of a month. If there's an outstanding invoice which becomes more than 30 days past due, we can terminate this agreement and all services associated with it, without further liability.

But where's all of the horrible fine print?

Just like a parking ticket, neither of us can transfer this agreement to anyone else without the other's permission. We both agree to adhere to all relevant laws and regulations in relation to our activities under this agreement and not cause the other to breach any relevant laws or regulations.

This agreement stays in place and need not be renewed. If for some reason one part of this agreement becomes invalid or unenforceable, the remaining parts of it remain in place. Although the language is simple, the intentions are serious and this agreement is a legal document under exclusive jurisdiction of the courts of Maricopa County, Arizona.

The Dotted Line

By purchasing the minimum engagement from our website, you agree to the terms in this agreement.

Everyone needs to sign & should keep a copy for their records.

Thank you! We look forward to working *with* you!