

July 15, 2013

Design Studio

RGB Design Studio LLC
Eric Curtis
3020 SW Spring Garden St.
Portland, OR 97219
503-206-8007

Client

Lopoco
212 Thompson Sq.
Mountain View, CA
650.906.9448

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 contract 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, Lopoco, are hiring us to:

1. Review the Information Architecture of your site as well as your site assets and make recommendations for UX and Navigation changes.
2. Provide creative direction to modify the selected Woo theme.
3. Assist with the messaging on the website by identifying what needs to be generated and input (what sets you apart, why lopoco). We do not provide copywriting.

We are offering to be on retainer for 50 hours for a total cost of \$5000.

Project Deliverables

Coding and uploading to the current server of the above line items. A shared git repo (on bitbucket.org) is available upon request. A bug tracker is also available upon request.

Client Deliverables (at beginning of project)

For this project to move forward we will need the following:

1. The sharing of all photos, logo art files, text copy and any other digital assets that you think would be relevant and might get used on the site.
2. The return of the signed contract (can be scanned and emailed of course)
3. The upfront retainer (you can mail a check or I can provide you with my bank's routing and account number).
4. Username and password with admin privileges to the WP site (I suggest making an account for me with this email address)
5. SFTP access to the server

Please Initial ____

6. PHPmyAdmin access to the database (or a host/username/password combo that I can use to log in)

Likely use of the time on this retainer:

Once we receive all of the above we can begin work on updating your site. Here is where we see the time being used on this project, subject to changes that the client might make:

1. Develop a streamlined site map
2. Determine what stock art we would like (I suggest you go to the link I provided and create a lightbox of the images you like and we can review them) In most cases we will need the smallest size.
3. I will review the theme you are using and what is available on Woo Themes and make a suggestion as to what we should do.
4. We will modify the theme to include the correct amount of call to actions based on the content that you provide and we generate and adjust the typography to hold the space based on the amount of content we have.

Getting down to the nitty gritty

Since the project includes HTML markup and CSS templates, we'll develop these using HTML and CSS2.1 and CSS3 for styling. 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. Users of older or less capable browsers or devices will experience a design that is appropriate to the capabilities of their software. We will also test that the templates on the mobile and tablet devices.

We will not test old or abandoned browsers, for example Microsoft Internet Explorer 8, 7, 6, 5.5 or 5 for Windows or Mac, previous versions of Apple's Safari, Mozilla Firefox or Opera unless otherwise specified. If you need us to consider these older browsers, we will charge you at the daily rate for any necessary additional design work, development and testing.

We are aware that we will be working with a Woo Theme product, and while we will not assume responsibility of the overall quality of the code, we are familiar with their products and feel confident that we can make the modifications to the layout that have been discussed.

Text Content

We're not responsible for writing copy. We'll be happy to help though, and in addition to the estimate we will charge you at our hourly for copy writing or content input.

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 will be charged at our hourly rate.

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 web site are either owned by your good selves, or that you have permission to use them.

Please Initial ____

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 web sites, in magazine articles and in books about web design.

What do both parties agree to do?

As our customer, you have the power and ability to enter into this contract 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, 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 stick to the payment schedule set out at the end of this contract.

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 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.

Legal Stuff

We 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 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 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.

Payments

We are 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. Payment shall be split into two parts. The \$2500 payment due at the beginning of project and \$2500 due net 30 upon the use of the 50 hours.

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.

The Dotted Line

Signed by and on behalf of Lopoco

Date

Please Initial ____