



Niche Monkeys Custom Website Agreement

This is an agreement between us, Niche Monkeys, LLC., a Utah Limited Liability Company, and you.

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. So in short, you are hiring us Niche Monkeys, LLC to design and develop a web site for the price as outlined in Exhibit A. 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, your company or your organization. You'll provide us everything we need to complete the project when and in the format we need. You'll review our work, provide feedback and approval in a timely manner. Deadlines work two ways, so you'll also be bound by dates we set together. You also agree to stick to the payment schedule set out at the end of this contract.

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 endeavor to meet every deadline set and furthermore we'll maintain the confidentiality of everything you give us.

Our Process

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 page as a static visual. We may use static visuals to indicate a look-and-feel direction (color, texture and typography.) We call that 'design atmosphere.'

You'll have plenty of opportunities to review our work and provide feedback.

HTML, CSS and JavaScript

We use the most up-to-date versions of code including HTML5 markup, CSS3 (including media queries for mobile friendly designs.), and unobtrusive JavaScript.

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 (Internet Explorer/Edge) and Mozilla Firefox. Although we support Internet Explorer, we do not support internet Explorer versions 9 or below because Microsoft has discontinued support for those versions as well. If you need an enhanced design for an older browser, we can provide a separate estimate for these circumstances.

Mobile browser testing

Testing popular small-screen devices is essential in ensuring a person's experience of a design is appropriate to the capabilities of the device they're using. We test our work in:

iOS (iPhone & iPad): Safari, Google Chrome

Android 5.0: Google Chrome

We currently don't test Blackberry, Opera Mini/Mobile, Windows Phone or other mobile browsers. If you need us to test using these, we can provide a separate estimate for these circumstances.

Changes and revisions

We know from experience 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, this won't be a problem as we'll provide a separate estimate for these circumstances.

Hosting and Maintenance

You also agree to a one year hosting contract at the rate of \$199/month. At the end of the 12 months you have the option to renew for another 12 months or go month to month. Each customer that signs a 12 month hosting contract with us receives 12 hours of maintenance time (for website revisions, additional content implementation, image swapping, etc.). Those hours may be used anytime during that 12 month period.

Cancellations

Any refund requests during the design and build process will be awarded the total project cost minus the cost of the work that has been put into the project to that point. Because we start designing immediately after getting started, all refunds are subject to a minimum 30% fee. No refunds will be issued after the site is completed.

Disclaimer

We can't guarantee 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. 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.

Copyrights

First, you guarantee all elements of text, images or other artwork you provide are either owned by you, or you have permission to use them.

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.

Payments

We're sure you understand how important it is as a small business you pay the invoices 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 to be made in 2-6, \$2,500 monthly installments depending on the package you have chosen to suit your business' needs. These installments include your monthly hosting/maintenance fee. Payment on any changes or additions to be made within 30 days of your acceptance of the estimate.

Conclusion

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 Fourth District Court for the State of Utah, Provo Division. This agreement shall be construed and governed under the laws of the State of Utah.