

PDF version can be downloaded by saving this document to your computer.

Service Agreement Between The Big Pitch Marketing Group (The Big Pitch)

And \_\_\_\_\_ on behalf of:

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. In this contract you won't find any complicated legal terms or long passages of unreadable text. We've no desire to trick you into signing 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 \_\_\_\_\_, located at

("You") are hiring us The Big Pitch to do the following:

Design a WordPress website. Other options, such as Search Engine Optimization and promotion of your website to be covered through payment for services in Fee Schedule, which can reviewed at: [BrandsWon.com/ Fee Schedule.pdf](http://BrandsWon.com/Fee_Schedule.pdf). Promotional pricing can be viewed at: [BrandsWon.com/Pricing](http://BrandsWon.com/Pricing)

Design of the Website will be for the estimated total price of \$550. Price does not include the cost of Hosting for Website, email setup and maintenance, Website Theme and Templates, Domain Name Transfers, Special Add-ons, Graphic Design, Images, Pay-Per-Click and / or other any form of paid advertising or digital marketing.

Please refer the Fee Schedule provided for any Digital Marketing and / or promotional options.

Of course it's a little more complicated, but we'll get to that.

What do both parties agree to?

Customer warrants that he/she has the authority to enter into this contract by himself / herself and on behalf of [Company]. The [Customer] will provide The Big Pitch with the assets and information which we tell you that we need in order to

complete the project. [Customer] will do this when we ask and provide it in the formats we specify. [Customer] will review our work, provide feedback and approval in a timely manner. Project timelines work both ways. So [Customer] will also be bound by dates we set together. [Customer] also agrees to stick to the payment schedule set out at the end of this contract.

The Big Pitch has 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 that's set and on top of that we'll maintain the confidentiality of everything you give us.

#### GETTING DOWN TO THE IMPORTANT DETAILS:

##### DESIGN:

We provide quality design for websites that are mobile friendly / responsive. We are not Web Developers and can make only minor CSS and / or HTML edits. We specialize in applying design strategies to ensure the professional look of your website.

You'll have plenty of opportunities to review our work and provide feedback. We expect you to regularly review the website and provide comments.

If, at any stage, you change your mind about what you want to be delivered and are not happy with the direction our work is taking, then you will pay us in full for the time we've spent working with you until that point and terminate this contract.

##### TEXT CONTENT:

Unless agreed separately, we're not responsible for inputting text or images into your content management system or creating every page on your website. We provide professional copywriting and editing services, so if you'd like us to create new content or input content for you, we can provide a separate estimate for that. We will input images that you supply provided that they are licensed by you through purchase, or are your own intellectual property.

##### GRAPHICS:

You should supply graphic files in an editable, vector digital format. You should supply photographs in a high resolution digital format, either JPG or PNG. If you choose to buy stock photographs, we can suggest stock libraries. If you'd like us to search for photographs for you, we can provide a separate estimate for that.

HTML, CSS and JavaScript:

We specifically use paid Themes, which are exempted from the cost for Web Design. We prefer that the websites we design are hosted with GoDaddy.com and we prefer that Themes are purchased from our specified Theme reseller(s).

**BROWSER TESTING / MOBILE / RESPONSIVENESS OF WEBSITE:**

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.

We test our work in current versions of major desktop browsers including those made by Google, Microsoft Edge and other similar popular browsers. We test our work with Mobile Device Emulators. We will not test in other older browsers, unless we agree to do separately. If you need an enhanced design for an older browser, then we can provide a separate estimate for that service.

**MOBILE BROWSER TESTING:**

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 are using.

We test our designs in Mobile Device Emulators for:

**Phones**

Iphone 6 (375 x 667)

Iphone 5 (320 x 568)

Iphone 4 (320 x 480)

Galaxy S6 (360 x 640)

Xperia Z3 (360 x 598)

Lumia 920 (384 x 640)

**Phablets**

Nexus 6 (412 x 690)

Android: Google Chrome on Android Emulator

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

**TECHNICAL SUPPORT:**

We're not a website hosting company so we don't offer support for website hosting, email or other services relating to hosting. You may already have professional hosting and you might even manage that hosting in-house; if you do, great. If you do not currently have this arrangement in place, then we can setup an account for you at one of our preferred hosting providers. We can setup your site on a server / host provider such as Godaddy; plus statistics software such as Google Analytics and Webmaster Tools (if a valid owned Gmail e-mail address is provided). Then the updates to and management of that server will be up to you. You can review the Fee Schedule for details on additional digital marketing options.

#### NOT RESPONSIBLE CLAUSE:

We are not responsible and you agree to save us harmless for any configuration relating to e-mail, hosting, theme or promotions. We do not work for the companies that provide theme particulars. Compatibility is not guaranteed for any of the items as noted. You further deem us not liable for website hacking theme breakage, and issues relating to website propagation, as well as e-mail issues. We will do our best to backup your website, if you choose Godaddy as your hosting provider. We are not responsible for hacking or deletion of content from your website from any unauthorized third party. We do not maintain a separate backup of your website in addition to the hosting provider chosen, but we can do so under a separate agreement for fee to be discussed.

#### SEARCH ENGINE OPTIMIZATION (SEO):

We don't guarantee improvements to your website's search engine ranking, but the web pages that we design are accessible to search engines. We offer a fabulous program for top ranking your website, known as the Online Max Package. Please review our Fee Schedule for SEO / website Search Engine ranking options.

#### CHANGES AND REVISIONS:

We don't want to limit your ability to change your mind. But there will be no more than two major revisions to the website design. The price at the beginning of this contract is based on the number of weeks, which we estimate that will 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 please specify details before a major design is applied. Once the website is considered and deemed complete there will be additional costs for continued changes / revision on an hourly or project based basis, which can be provided in a separate estimate. Generally each additional change / modification, after website is approved and deemed complete, is \$25, unless otherwise agreed to in writing.

#### LEGAL STUFF:

We will carry out our work in accordance with good industry practice and at the standard expected from a suitably qualified person with relevant experience.

That said, we can't guarantee that 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.

Your liability to us will also be limited to the amount of fees payable under this contract 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. We reserve the right to refuse to continue work on a project and to refund monies, as applicable and / or to deem work complete based on payments made to date.

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.

The customer agrees save us harmless of any legal dispute or legal issue that may relate to the product or service marketed by the website. Should the Web Designer encounter any lawsuit or legal costs due to the design of the website, due to a breach of trust, misuse of intellectual property, misrepresentation or otherwise, the customer agrees to cover the cost of any legal fees and warrants that they will defend the Web Designer for all legal matters so related to the project.

#### INTELLECTUAL PROPERTY RIGHTS:

Just to be clear, "Intellectual property rights" means all patents, rights to inventions, copyright (including rights in software) and related rights, trademarks, service marks, get up and trade names, internet domain names, rights to goodwill or to sue for passing off, rights in designs, database rights, rights in confidential information (including know-how) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or shall subsist now or in the future in any part of the world.

First, you guarantee that all elements of text, images or other artwork you provide are either owned by your good selves, or that you have permission to use them. When you provide text, images or other artwork to us, you agree to protect us from any claim by a third party that we are using their intellectual property. You will provided informative details about your product / services, to be used as text for the pages and

for education and knowledge of the Web Designer, to be able to understand your product / service and its role in industry.

All elements of the work we deliver to you are either owned by us or we have obtained permission to provide them to you. When we provide text, images or other artwork to you, we agree to protect you from any claim by a third party that you're using their intellectual property.

Provided you've paid for the work and that this contract has not been terminated, then we will assign all intellectual property rights to you as follows:

You will own the website we design for you, plus the visual elements that we create for it. Source files and finished files will be made available to you through hosting account. You should maintain accurate login details for your website and hosting provider, once they are provide to you. You own all intellectual property rights of text, images, site specification and data you provided, unless someone else owns them.

We'll own any intellectual property rights we have acquired or developed prior to, or acquired or developed separately from this project and not paid for by you. We will own the unique combination of these elements, which constitutes a complete design and we will license its use to you; exclusively and in perpetuity for this project only, unless we agree otherwise.

#### DISPLAYING OUR WORK:

We love to show off our work, so we reserve the right to display all aspects of our creative work, including sketches, work-in-progress designs and the completed project on our portfolio and in articles on websites, in magazine articles and in books. We usually professionally sign and attribute websites we have designed and consider your authorization of same through this contract.

#### PAYMENT SCHEDULE:

We are sure that you understand how important it is as a small business that you pay the invoices we send to you promptly. As we are also sure that you will want to stay friends, you agree to stick tight to the following payment schedule.

**TOTAL COST FOR WEBSITE DESIGN PROJECT:** is \$550 (unless otherwise stipulated in writing and mutually agreed to by both parties to the contact) exempting e-Commerce, Theme, Hosting, email setup and maintenance, images (limited to uploads of 10 to 20), and add-ons, limited to 6 pages. Additional images to be priced. Additional pages to be priced separately. Various choices of web design options can be reviewed on: [BrandsWon.com/Pricing](http://BrandsWon.com/Pricing).

**STANDARD TERMS:** Unless otherwise agreed, in writing, all website components - from G-mail address to be provided for Google particulars, purchase of hosting plan, theme to be utilized, images to be purchased and content to be provided - must be completed within a two week period. Website will be designed and promoted as soon is practicable.

**PAYMENT TERMS:** Preferred Payment of \$550 upfront, otherwise two payments, being; \$300 and \$250 (unless lower priced website option is chosen from BrandsWon.com/Pricing and agreed to in writing) .  
First payment to be made prior to start of project. Remaining payment to be made upon receipt of invoice for remaining amount. No refunds to be provided.

We issue invoices electronically. Our payment terms are two days from the date of invoice; by PayPal or by e-transfer. We will likely send you an invoice through PayPal, which can be paid using any major credit card. All e-transfers must be accompanied by an e-mail with the security answer. All proposals are quoted in Canadian dollars and payments will be made at the equivalent conversion rate at the date the transfer is made.

You agree to pay all charges associated with international transfers of funds. The appropriate payment account details will be printed on our electronic invoice. We reserve the right to charge interest on all overdue debts at the rate of 10% per month, or part of a month.

Just like a parking ticket, neither of us can transfer this contract to anyone else without the other's permission. The agreement is at all times between the parties specified, regardless of any associations, by either of the parties to any other company or otherwise.

We both agree that we will adhere to all relevant laws and regulations in relation to our activities under this contract and not cause the other to breach any relevant laws or regulations.

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 Canadian Courts, with first preference to courts in the Province of Ontario. As a first right of cause the Small Claims Court in the area nearest the defendant would be agreed for resolution of matters not resolvable between the parties.

Signed by and on behalf of The Big Pitch

.....

Signed by and on behalf of [customer name] on behalf of [company name]

.....

Date [Day, Month, Year]

\_\_\_\_\_

Everyone should sign above and keep a copy for their records.