mlekoshi
DESIGN STUDIO

CONTRACT

Terms of agreement for custom project

This is an agreement, dated as of _____, between Mlekoshi Design Studio,("we," "us" "Mlekoshi"), and _____("you").

The scope of the project includes:

> (empty box)

The quoted total cost of the project is $_____

Payment schedule:

a. 30% non-refundable booking fee due immediately: $_____
b. 40% due till _____: $_____
c. 30% due before the delivery/installation: : $_____

The start date of the project is on _____

Hourly rate for additional work is $ _____

Basics

You are hiring us to develop a project and agree to provide us with all the materials such as images, text and other information we might need, in the format we ask for.

You agree to review our work and provide feedback within 5 business days after we send the graphic proofs or online links for verifying.

In case of being late with supplying materials, providing approvals or clearing the payments within the time frames we've agreed upon, we are not responsible for the delay of the project delivery.

In the event that you won't deliver materials that are necessary for project's development or won't provide feedback within the specified period of time we've agreed upon, we reserve the right to suspend your project and resume it in our next available spot.

In that case you will be charged a Resume Fee which is 10% of the project Value.

We mostly communicate via e-mail. For the past 3 years we have been working for clients from around the world and from our experience, e-mail is a quick and convenient way for both sides. It allows for straight to the point conversations and helps to avoid slipping away some details which may be important for the project development.

You can reach us from Monday to Friday between 9am and 4pm CET.

Privacy Policy

Any information regarding your business that will be provided to Mlekoshi or its employees during the whole cooperation will be kept confidential and used only to complete the project.

You agree to keep the correspondence between you and Mlekoshi confidential and not share it or forward without our approval. All proofs provided by Mlekoshi during the design process may not be used or shared with third parties.

Payments

We work on a first come – first serve basis.

For projects under $1000 total, full payment is due upfront. For projects over $1000, we divide the project value into 3 payments:

a. 30% non-refundable booking fee to reserve a place in our schedule due immediately
b. 40% due one week before the planned project start date
c. 30% due before the installation of the website

You agree to clear the payments immediately upon receiving the invoice. As we proceed only after receiving the required payment, delays in payments may result in rescheduling the project.

For payments that are delayed more than 10 days from the invoice date a 10% Late Fee applies.

All payments are invoiced in USD ($).

For EU customers that are not VAT registered additional fees (23%) may apply.

Intellectual property

You claim that you either own or have permission to use all the materials (like fonts, texts, photographs, graphics or other artwork) that you provide to use during the development process. In case you are using materials that are licensed to you, please provide us with a copy of a license or permission to use it.

You agree to cover all costs, expenses and fees that we may incur as a result of any claims or disputes that may arise due to your lack of the ownership or permission to use of provided materials.

Copyrights & Usage

WEBSITE DESIGN

Upon the delivery of the project, the copyrights are automatically transferred to you. That includes the full content of the website.

Mlekoshi stays the owner of the code and graphics forever and licenses it to you for use on this project only. You agree not to sell, share or distribute the code and graphic elements in any way in whole or in part without a written permission from Mlekoshi. You agree not to modify graphic elements in any way to create new designs that you intend to use either on the website

or in any other marketing materials including, but not limited to business cards, brochures, ads, etc.

GRAPHIC DESIGN

Upon the delivery of the design the copyright is automatically transferred to you. You agree not to sell, share or distribute the design in any way in whole or in part without written permission from Mlekoshi. You agree to use the design as-is and only for its sole purpose. That means you will not modify the design in any other way than resizing, will not re-purpose it and will not use any of its parts to create other materials.

Our design process is very detail oriented which is reflected in every tiny aspect of our work. That's why it's crucial for our reputation that all designs created by our team remain in their original condition. By modifying our work you lower its quality and undermine the image of your brand as well as undervalue our competences.

Credits

On the websites we create, we include a footer credit with a link to our site. The credit is styled according to whole website design and you may not remove it as long as you keep on using the theme. In case you need to remove the credit, notify us to discuss the additional cost of removal.

We reserve the right to display and share completed projects within our design portfolio.

Compatibility

We are focused on providing modern solutions according to the latest technology and design trends. We test our websites in all current versions of most popular desktop browsers. Your website will be compatible with:

a. Google Chrome
b. Apple's Safari (MAC & iPad)
c. Microsoft Internet Explorer
d. Mozilla Firefox

If you need older browsers compatibility, you'll be billed at our hourly rate for additional time spent on testing and development work.

We will ensure that the website performs well on mobile devices such as iPad, iPhone and Android phone although creating layouts and/or features that are specific to a certain device will be delivered only if specified in the project documentation.

We don't guarantee compatibility with future WordPress versions or any other necessary software used to run the website.

Your website may require future updates & additional development work that are not covered under this agreement.

Website content

We are not responsible for the content entry beyond the copy that is necessary to develop and test the page layouts.

That means we will upload only sample texts and photographs to test functionality and finalize the development, you will be responsible for inputting the rest of the website's content.

We don't do copywriting, photo editing or managing the provided content for the site in any other way.

In case you require full content set up, we can offer it as an additional service priced individually.

Any time we spend researching the photographs or editing them will be charged at the hourly rate specified in the contract (after your previous approval).

Edits/changes

If not stated differently in the project documentation, the logo design package includes 3 concepts and up to 3 revisions for the selected concept. The website design package includes 1 concept and up to 5 design revisions.

The number of revisions included in the package is valid till the completion/installation of the project.

Any modifications of previously approved and/or delivered/coded design will be invoiced at our regular hourly rates.

The quoted price for the project is based on the information you provide us during the initial phase. Knowing that this could be sometimes limiting, we're open to including extra content or additional functionality during the project's development. We require that you provide a need for such changes in writing. You will be charged for additional work at our hourly rate.

If the scope of the project will be altered significantly along the way, we reserve the right to amend the delivery date to accommodate the new required work. Additional payments may be required before the final project payment.

Responsibility

We do not guarantee that all the website's features will remain error-free forever.

New versions of used plugins or software may require future updates to accommodate the code changes. The maintenance and development work is available on request and invoiced separately.

We are not responsible for damages caused by the user or anyone else who is not a Mlekoshi team member.

Any time spent on handling issues that are a result of a hacked or damaged website will be billed at our hourly rate and rush fee may apply.

Technical support

Unless otherwise stated you have up to 15 days from the delivery date of the project to report any bugs and issues related to the website to have us fix them without any additional fee. Fixing any bugs or issues reported after that period or any other that are unrelated to the project or created by some other parties will be invoiced at the hourly rate.

We are not responsible for backups, maintenance and ongoing security of your website. That includes also hacked or otherwise damaged websites.

No technical support for your computer software or hardware is covered under this agreement.

We do not offer or include technical support for hosting, domains and email set up. To launch the website we require a properly configured and working hosting space linked with a domain name. We include simple set up of your hosting account in the project package, but the additional troubleshooting/support time is not included and will be billed separately at the hourly rate.

Project termination

Both of the sides of the agreement preserve the right to terminate the project by providing a written notice.

If at any time you decide to terminate the project, you are not required to complete the remaining balance. In such case the already cleared payments are non-refundable.

In case we decide not to continue working on your project, we agree to refund full paid balance within 7 days of sending the notice.

Client Signature:

_____

Name:

_____

Mlekoshi Design Studio Signature:

_____

Name:

_____