

906 Web Studios
1610 Glyna Street
Bessemer, Michigan 49911
dustin@906webstudios.com
906-663-2047

906WebStudios.com

Signage Graphic Design

City of Bessemer

Prepared for:
Charly Loper
City of Bessemer
charly.loper@bessemermi.org
906-663-4311

Prepared by:
Dustin Filippini
906 Web Studios LLC
dustin@906webstudios.com
Business: 906-663-2047
Mobile: 920-227-5126

Snapshot

The City of Bessemer, Michigan and the Downtown Development Authority operates a "Pop-Up Shop" program to entice new business development in the city's downtown. To better advertise the program, the city is requesting creation of signs to place in vacant storefronts that are eligible for the program and creation of a brochure to distribute highlighting the program and how to start your own business in the city.

Investment

Component	Hours	Rate	Cost
Graphic Design Design of storefront signage and handouts intended to attract potential business owners to Bessemer's downtown highlighting open storefronts eligible for the city's Pop-Up Shop program. Design will consist of a maximum of two sign options and one tri-fold or rack card brochure.	10	\$75.00	\$750.00
TOTAL	10		\$750.00

Payment Terms

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.

- 50% deposit up front
- Remaining balance once the application has been tested and everyone agrees it is ready to go live.

Next Steps

To proceed with this project, the City of Bessemer is required to take the following steps:

1. Accept this proposal by signing and dating on the final page and returning signed form to 906 Web Studios.
2. Submit deposit of 50% of total project fee after initial invoice is sent

Mutual Agreement

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 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 (City of Bessemer) are hiring us (906 Web Studios LLC) located at 1610 Glyuna St, Bessemer, Michigan to design and develop a website for the estimated total price as outlined in our proposal. Of course it's a little more complicated, but we'll get to that.

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 – as and 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.

Getting Down to the Nitty Gritty

Design

If we are designing your application we'll create designs for the look-and-feel, layout and functionality of your website. This contract 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 in full for all of the work that we have produced until that point and you may either cancel this contract or continue to commission us to make further design revisions at our standard design rates.

HTML and CSS Layout Templates

If the project includes HTML markup and CSS templates, we'll develop these using valid HTML and CSS code. 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 do not cater for people using Microsoft Internet Explorer 6 and cannot predict the behavior of that browser.

We will also test that these templates perform well on Apple's iPad. 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, Mozilla Firefox or Opera unless otherwise specified. If you need us to consider these older browsers, we will charge you at our standard old browser 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 in addition to the estimate we will charge you at our standard copy writing or content input 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 will be charged at our standard discovery rate.

Changes and Revisions

We know from plenty of experience that fixed-price contracts 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 options or your opportunities to change your mind.

The estimate/quotation 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 will be charged accordingly and these additional costs will need to be agreed to before the extra work commences. This additional work will affect deadlines and they will be moved 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 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 quote and contract.

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 on one of our hosting servers or a hosting provider of your choice. If the website is hosted at a third-party hosting provider or on your internal servers, we do not provide technical support for hosting issues relating to the hosting provider.

Legal stuff

We can't guarantee that the functions contained in any web page templates or in a completed 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.

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.

Phew!

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 your good selves, or that you have permission to use them.

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.

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.

You also own text content, photographs and other data you provided, unless someone else owns them. In keeping to the standards of the open source software which we use, the markup, CSS, and code used in the site is typically deemed open source. 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.

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.

- 50% deposit up front
- Remaining balance once the application has been tested and everyone agrees it is ready to go live.

NB: If you are unable to supply all of the right content at this stage, it does not mean we have not done our job. Once the site has been tested and is ready to go live, either with your content or placeholder images and dummy text, we will issue the final invoice. Once the final invoice is paid we will hand over the keys and show you how to put your own content in once it's ready. If the final invoice is not paid within the credit terms we have given you, we are under no obligation to keep the site on our testing server or continue with the project in anyway.

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 under exclusive jurisdiction of the courts of Michigan.

Authorizing this project requires a signature below.

Charly Loper
City of Bessemer




Signature

5/30/19

Date

Dustin Filippini
Signed for 906 Web Studios LLC



Signature

5/30/2019

Date