

# Contract between Damir Kotoric and [CLIENT]

## Summary

I will always do my best to fulfil your needs and meet your goals, but sometimes it is best to have a few simple things written down so that we both know what is what, who should do what and what happens if things go wrong. In this contract you won't find complicated legal terms or large passages of unreadable text. I have no desire to trick you into signing something that you might later regret. I do want what's best for the safety of both parties, now and in the future.

### In short

You, [CLIENT] are hiring Damir Kotoric for digital innovation, digital transformation, digital design, web development, and/or online marketing work outlined in our previous correspondence.

### What do both parties agree to do?

As my client, you have the power and ability to enter into this contract on behalf of your company or organization. You agree to provide me with everything that I need to complete the project including text, images and other information as and when I need it, and in the format that I ask for. You agree to review my work, provide feedback and sign-off approval in a timely manner too. **Deadlines work two ways** and you will also be bound by any dates that we set together. You also agree to stick to the payment schedule set out in this contract.

I have the experience and ability to perform the services you need from me and I will carry them out in a professional and timely manner. Along the way I will endeavour to meet all the deadlines set but I can't be responsible for a missed launch date or a deadline if you, or any of your staff or other collaborators have been late in supplying materials, or have not approved or signed off my work on-time at any stage.

## Details about the work

I will deliver consultation, research findings, design mockups, prototypes, HTML/CSS/JS code and/or workshop facilitation depending on what is required at any given stage of the project. **If you're not happy with the work at any stage, you will pay me in full for all of the work that I have**

produced until that point and you may cancel this contract at any time. And, in that unfortunate case, it'd be much appreciated if you can candidly tell me why you weren't happy with my work. I take pride in my work, and I want to create a legacy of happy clients and successful products.

### **Success metrics**

Often we will define measures for success for our project. We will both agree on what we want to achieve right from the start. For example, "we want to onboard 100 users in 2 months for project XYZ". A quantitative goal like this one will help us align and collaborate better. I will regularly communicate my progress to assure the highest possible chance of us meeting those success metrics, however you agree to pay me for work done, regardless of whether the success metrics are met or not.

### **Graphics**

I'll source graphics from free websites like [unsplash.com](https://unsplash.com) and [wikipedia.org](https://wikipedia.org). If you feel they are needed, you will supply me stock photography, video, audio, illustrations, etc. If you choose to buy stock assets I can suggest vendors and scout these assets for you.

### **Changes and revisions**

It's not uncommon for projects to change course, for extra features to be added, and for projects to grow in size. If you want to change your mind on the direction of the project, or even add to the project scope, that won't be a problem.

For hourly pricing arrangements, you're always charged according to the time it takes me to do my work, and it's up to you how many changes you want to make.

For project stage pricing, all reasonable changes will be covered in the project stage price that we agreed on earlier. The only exception would be requesting to see multiple options, or wanting to completely change course for a project once it's already underway — anything that would double or triple the work compared to what was originally agreed upon. Then a revised and fair project stage price would be negotiated.

I will always make sure to give you a written time estimate before making any changes or additions, so you have an idea of the cost involved. This is an estimate only, but I pride myself on a reputation of being able to accurately estimate. You'll receive regular progress updates as the work progresses. Along the way I might ask you to put any change requests in writing (email is good) so we can keep track of changes.

### **Supported browsers**

This is regarding web development work only. My work will support only the latest versions of modern browsers. So, the latest versions of Google Chrome, Safari, Firefox, Microsoft Edge and Internet Explorer will be supported across mobile and desktop. If for some reason your site or web app needs to support prior versions or different web browsers, then this needs to be

brought up at the start of the work as it will incur more development time, and hence cost. In the vast majority of cases, supporting the latest browsers is more than enough.

## Legal matters

I'm not liable to you or any third party for damages, including lost profits, lost savings or other incidental, consequential or special damages arising out of any part of our collaboration, even if you have advised me 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.

### **Jurisdiction.**

This contract is deemed signed in the state of Victoria, Australia. In the unfortunate event that any legal action is taken from any party, this legal process is to be carried out in the state of Victoria, Australia. Having said all that, my philosophy is that as mature adults we ought to be able to overcome any hurdles by simply discussing them together. My desire is to create a legacy of win-win relationships with all of my clients.

## Copyright

You guarantee that any elements of text, graphics, photos, designs, trademarks, or any other content that you provide me for inclusion in the work are either owned by you, or that you have permission to use them.

### **Copyright is automatically assigned as follows:**

- **Ownership.** I own all data — graphics, code and otherwise — that I create for you as part of our work together. **The rights to these deliverables will only be transferred to you once the payment for their work is made.** Then, they are transferred to you in full, and you become the owner. When you receive a copy of all the files, store them safely as I am not required to keep them after transfer.
- **Confidentiality.** My work is my bread and butter. I love to show it off and share what I have learned with future clients and the design community at large. I reserve the right to display and link to your completed project as part of my portfolio and to write about the project process on web sites, in magazine articles, books and conference talks about design and innovation. If some work is required to be kept secret, then you need to notify me at the start of the project. Any such confidential work will incur an additional 50% secrecy fee. **Unless you state otherwise, it is assumed that I may show off your project on [my portfolio](#).** Rest assured that I'll never share any source code or sensitive personal

information, on any project, ever. But, I do reserve the right to show design mockups, prototypes and to discuss the behind-the-scenes of how the project came about. [See my portfolio](#) for examples.

- **Intellectual property.** As I own all intellectual property until payment for services is made, you may not use any of this intellectual property for any purpose other than promotion and advertising until the rights are transferred to you on completion of the work, once the final payment is made.

## Payments

My rates are as follows:

AUD \$XXX per hour

Time is tracked to the nearest quarter hour. All payments are to be made in Australian Dollars. There are plenty of payment services like [TransferWise](#), that make this cheap and easy. If for some reason you need to pay in a different currency, then let me know and I'll see about accommodating your request.

### Downpayment

I require new clients to make a downpayment of AUD \$1,000 before work starts. Of course, this money goes directly towards the work that I do for you. I'll commence work once the money is received in my bank account.

### Ongoing payments

I'm sure you understand how important it is for contractors to have their clients promptly pay them for their work. I send out invoices once a month. On every invoice you'll receive my bank account information. I'll give you time estimates before starting any work, and will keep a timesheet, which I'll send to you along with the invoice.

### Late payments

Interest accrued if payment is more than 14 days late is 5% of the outstanding amount to be added every 7 days.

The amount received in my bank account must equal the invoiced amount. Any fees that would lower this amount (such as bank transfer fees) must be paid in full by yourself. Unless agreed otherwise, all payments are to be made in Australian Dollars.

Having said that, I'm reasonable and use common sense. If I see that a payment is under way when a payment is overdue, I'll waive the penalty. This is only a measure to penalise naughty clients who don't make the effort of paying on time. And you'll receive three automated email

notifications, and one handwritten email from me reminding you about a due payment before the penalty is applied.

Once the penalty is applied, you'll receive a new invoice, and the old invoice becomes void. All this is avoided if you make timely payments, and if there are reasonable circumstances for late payment, if you tell me ahead of time, you'll find that I'm quite accommodating.

**But where is all the horrible small print?**

Just like a parking ticket, you cannot transfer this contract to anyone else without my 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.

Everyone should sign below and keep a copy for their own records.

Service provider:

**Damir Kotorić**

**damirkotoric@gmail.com**

Service provider address:

Signature:

Date:

Client (organisation name):

Client organisation address:

Full name of client representative:

Signature:

Date: