

Last Updated: *Wednesday, August 14, 2013*

## **Preface**

Jonah Coyote Design, founded in 2004, is operated as a Sole Proprietorship under Jonah Coyote West. This document has been written in order to clarify the obligations and expectations between company and client so that a mutually beneficial business relationship can be conducted in an atmosphere of professionalism and as a means to protect the interests of both parties involved.

## **Services Offered**

Jonah Coyote Design offers website design and development services and some related services such as Search Engine Optimization. Every effort is made to provide quality website products that comply with the latest technical standards. For specific enquiries about particular projects, it is best to contact Jonah Coyote Design at [jonah@jonahcoyote.com](mailto:jonah@jonahcoyote.com) to ensure the feasibility of a particular project. When necessary or appropriate, Jonah Coyote Design may utilize website design and development or other services related to the project by outside contractors. Typically most website design and development is done by Jonah Coyote Design, but complex projects may require the assistance of additional personnel. These additional personnel will be hired on for freelance work by Jonah Coyote Design to assist in any tasks deemed necessary and at a rate to be determined by Jonah Coyote Design and not required to be disclosed to the client.

Jonah Coyote Design does provide web hosting services and can also work with existing web hosting platforms. Jonah Coyote Design will assess the web hosting requirements for the project and provide estimates and recommendations for web hosting in the project proposal. Static and dynamic web site design services are available, using the a variety of different softwares deemed appropriate by Jonah Coyote Design. Some of these softwares, such as eCommerce packages may incur additional project costs, in addition to my hourly rates, which will all be included in the project proposal.

Care will be taken to ensure that any softwares used will be compatible with the web hosting platform. In the event that the softwares needed to complete project deliverables are not compatible with the web hosting currently maintained by the client or by Jonah Coyote Design, Jonah Coyote Design will make recommendations for how to proceed, which can include migrating web hosting to another provider and in such a case any costs associated with this migration are fully the responsibility of the client.

As web development involves long-term planning and production, please allow several weeks before launching a live website. This time delay will vary on a per project basis.

## **Working Relationship**

Any services performed or rendered by Jonah Coyote Design do not constitute a "work for hire" agreement. Jonah Coyote Design shall remain an independent contractor during any and all projects unless agreed upon contractually with the client.

## **Web Hosting**

Jonah Coyote Design will make every attempt to select appropriate web hosting for your project but am not responsible for any website or email downtime, viruses, or loss of information related to web hosting. I am also not responsible for any financial or business loss due to any of these issues or issues related to the success of the clients website. I provide no implied or included support for web hosting and the client will need to follow the appropriate channels to obtain support should an issue arise. I am available to assist in the handling of issues when they arise at my agreed upon rate for the contract.

## **Service Rates**

The current design and development charge is based on a \$100.00 USD per hour rate. This rate includes my services as detailed in the client proposal document and all agreed upon work therein. Each client will

be provided an estimated time frame and cost breakdown based upon the agreed upon work. Additional time needed to complete any project will incur further billing at the original agreed upon rate established for that particular project. The rate will always remain the same for a given project until a new project is begun. At that time, a new proposal will be drafted with the new rate communicated.

I reserve the right to change my rates whenever necessary and will convey the new rate in future proposals.

All time is accounted for when working on a project and this includes travel time, in person and phone meetings, email communication, time spent searching for stock imagery, video or animations, website scripts to achieve desired functionality, and all other time related to meeting project deliverables. My initial in person meeting is not billed and at my discretion may be terminated when deemed appropriate. Subsequent in person meetings will be billed at an adjusted rate of \$60.00 USD per hour. Phone meetings will be billed from onset at \$30.00 USD per hour. Jonah Coyote Design does provide an optional in person training / review meeting on how to work and use the clients website that is not billed for, and can be requested to be scheduled at the end of a project or whenever most convenient for the client.

Any other services or work required outside the defined proposal will be billed at a rate determined by Jonah Coyote Design and to be agreed with the client before commencement.

### **Billing Structure**

Jonah Coyote Design operates in the United States, but can service clients in abroad. All invoice totals are in US dollars. International customers will receive their invoices with the total converted to the equivalent amount in American dollars at the exchange rate of the date of the invoice rounded up to the nearest dollar.

Invoices are issued by email to the primary client contact. Clients have fifteen days (15) following the issuance date on the invoice to pay the full amount after which a 5% APR late payment interest charge will be applied to the total bill amount and compounded annually. Clients with late payments will be advised by email fifteen (15) days following the delinquent invoice's issuing date and every fifteen (15) days thereafter.

All payments made by check or money order must be made to the order of Jonah Coyote Design. Other forms of payment may be accepted and can be negotiated to be decided upon by Jonah Coyote Design.

No single client may carry an account balance exceeding \$500 USD. Any client carrying such a balance must pay a partial payment to bring their account under the \$500 outstanding limit. Failure to do so will suspend all work in progress till such settlement is paid.

Clients are free to dispute a charge on an invoice and every effort will be made to reach a mutually agreeable settlement. Refusal to pay an invoice will result in barring the client in question from all future services till payment is made, including interest charges for delays exceeding the thirty (30) day limit.

### **Interdiction of Speculative Work**

No work will be performed for speculative purposes. The client must agree in advance that any initial design work that he or she rejects at the outset with an intent to cease the project must be compensated to Jonah Coyote Design at no less than the amount of time spent on the initial design work. The client also agrees that any work submitted by Jonah Coyote Design and rejected immediately cannot be in turn used in any form, shape or fashion and any use of the rejected work in whole or in part will immediately put the client in a position of legal liability even after compensation for cessation of the project in question.

## **Scheduling & Availability**

Jonah Coyote Design is generally available during standard business hours from 10am MST - 6pm MST, Monday through Friday. Those are the typical hours I am available to work on projects, answer emails, phone calls, attend meetings and other duties required for a given project. At my discretion I may work outside those hours but that is my regularly available time for work or contact purposes. If you need to contact me outside of those hours, please do so by email or voicemail. If an urgent issue arises, you may indicate so and I will be sure to get back to you as soon as possible.

Jonah Coyote Design will do its best to meet proposed deadlines, but cannot guarantee delivery of services within a twenty-four period. Jonah Coyote Design is not liable for services not rendered within a certain time period unless otherwise stated. For any project, please allow enough time to complete a project well in advance of your desired deadline to compensate for unforeseen circumstances.

In the event that certain health issues or circumstances beyond my control arise, Jonah Coyote Design may not be available to provide services on a continuous or continuing basis. This is the disadvantage of a single-person freelance operation and it is highly recommended that clients have a backup plan with an alternate supplier in crucial situations should operations be suspended due to incapacitation. I will do my best to work with you in a situation like this, to help transition the project to another team, but make no guarantees or commitments to the completion or success of the project thereafter.

Should services become suspended or delayed, the client has a right to completely cancel a project in progress. The client has one of two options at that point for the work done thus far:

1. All charges up to that point are paid for by client and the project materials are transferred in full to the client for completion by an alternate supplier or,
2. The client may also choose to place the project in progress on hold and suspend production till operations resume where it will go forward from thereon.

In either event, Jonah Coyote Design is to be compensated in full for all work up to the point where he is unable to continue further with the project.

## **Project Termination**

A client may decide to terminate its working relationship with Jonah Coyote Design at any time for any reason but will be responsible for all charges up to the time of notifying Jonah Coyote Design of such severance. As long as payment for this time has been rendered, the client is entitled to copies of all project code and materials produced thus far. Otherwise, if payment is not received within the agreed upon time frame as outlined in this document, ownership of these materials and all rights to them shall be retained by Jonah Coyote Design save for stock imagery, scripts, software or anything else specifically purchased by the client.

Jonah Coyote Design may also decide to terminate its working relationship with the client at any time for any reason. Should this occur, the client has one of two options for any work done thus far:

1. Receive a full refund of all deposits and payments and forfeit rights to any code, materials or software provided by, owned by or created by Jonah Coyote Design related to the project.
2. Retain rights to any code, materials or software provided by, owned by or created by Jonah Coyote Design related to the project, and receive copies of any of this material as requested, but will forfeit rights to a refund for costs incurred for said materials including deposits or software costs.

## **Ownership Rights & Copyright Information**

The client retains the right to repurpose material supplied by Jonah Coyote Design in all appropriate applications for branding and promotional purposes. Digital back up of materials are retained by Jonah Coyote Design, but cannot be guaranteed to be always available in the case of mechanical failure, natural disaster or theft. Digital materials already produced and paid for can be requested free of charge in the case of misplacement by the client.

The client gives Jonah Coyote Design the right to use the image of their completed or incomplete project, including any and all intermediary unpublished drafts, as part of a portfolio for display on web sites, company collateral and other media outlets for the purposes of promoting its services. The exception to this is if the client rejects work completed and specifically requests that I not use it in my portfolio. The client also gives Jonah Coyote Design the right to re-use scripts, code and other common resources used to build its website.

The client is responsible for adhering to all copyright laws for any materials, images, video that is placed or used within its website. Jonah Coyote Design is not liable or to be held accountable for any copyright infringement that may occur in the display or use of these materials (stock imagery, video, audio, text) used by the client in its website.

## **Acceptance of Final Work**

Jonah Coyote Design shall make every attempt to ensure that all project deliverables have been met and adequate testing has been done to ensure that all agreed upon components of the website as outlined in the project proposal are functional and useable. No claim or guarantee is made for the business success for any of these components, only that typical web users can use these components.

It is the responsibility of every client to verify the functionality of all website components themselves to ensure satisfaction and verify completion of project deliverables. The client has 14 days from the completion of the project (website launch) to verify everything is working according to the contract. Usually completion of the project will come in the form of an email notifying the client that the website is live and all deliverables have been met. If an item is found to be non-functional and in conflict with the original agreed upon deliverables, Jonah Coyote Design will make attempts to resolve them at no additional cost. This is dependent upon my current availability and as long as this additional work does not conflict with another current project. I reserve the right to use my own discretion as to when I will address these issues but will always do my best to satisfy my clients.

## **Search Engine Optimization / Rankings**

Jonah Coyote Design performs basic, standard Search Engine Optimization through various means but does not guarantee or make claim of any particular placement or appearance in any specific search engine unless written into the contract.

## **Compliance with this General Contract**

By ordering website design and development services from Jonah Coyote Design, you are acknowledging these service terms and conditions presented herein and agree to comply therewith. Failure to comply with this general contract constitutes a breach of agreement and releases Jonah Coyote Design of any obligation to fulfill services requested and constitutes a waiver of all liability on the part of Jonah Coyote Design until compliance is reestablished in accordance with the terms and conditions set herein. If the client does not wish or cannot comply with these terms and conditions, they are released to seek the services of an alternate supplier.

If there are any comments or concerns regarding this general contract, you may direct them by email to [jonah@jonahcoyote.com](mailto:jonah@jonahcoyote.com) or by phone to 608-335-0735.