

HTML Email Newsletter Contract

Between us designer name and you client name

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 client name are hiring us designer name located at designer address to **design and develop an email newsletter** for the estimated total price of price as outlined in our previous correspondence. 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

We'll create designs for the look-and-feel, layout and functionality of your email newsletter. 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 the daily rate set out in our original estimate.

HTML and CSS layout templates

If the project includes HTML markup and CSS templates, we'll develop these using HTML and CSS2.1 and CSS3 for styling. The landscape of email clients 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 most of the major email clients to ensure that we make the most from them. Users of older or less capable email clients or devices will experience a design that is appropriate to the capabilities of their software.

We will not test old, marginal or abandoned email clients, for example, Lotus Notes 7 and below or Novell Groupwise, unless otherwise specified. If you need us to consider these older email clients, we will charge you at the daily rate set out in our original estimate for any necessary additional design work, development and testing.

Text content

We may have written some excellent email newsletters for our own purposes, 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 price per hour for copy writing or content input.

Photographs

You will supply us photographs either in digital or printed 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 price per hour.

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 number of days that 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 templates, or even add new functionality, that won't be a problem. You will be charged the daily rate set out in the estimate we gave you. Along the way we might ask you to put requests in writing so we can keep track of changes.

Technical support

If you don't already have an arrangement with an Email Service Provider (ESP), we can set up an account for you using our own service, or one of our preferred, third-party providers.

The support provided by us is limited to issues directly resulting from the design and code of the email newsletter. Situations arising outside of this such as delivery delays caused by the ESP, or campaign reporting are not our responsibility unless covered by a separate agreement.

Legal stuff

We can't guarantee that our email newsletters 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 use of, or inability to use this email

newsletter or design and any other email newsletter, design or campaign, 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 email newsletter 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. We own the markup, CSS and other code and we license it to you for use on only this project.
- 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 web sites, 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 attached payment schedule.

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 your country courts. Oh and don't forget those men with big dogs.

The dotted line

Signed by and on behalf of designer name

Signed by and on behalf of client name

Date: date

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