

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“Agreement”) is entered into on _____ (“Effective Date”), by and between:

Client: Full Name
Company Name
Address
City, State, Zip Code
Email Address
Phone Number

Designer: Full Name
Company Name
Address
City, State, Zip Code
Email Address
Phone Number

(collectively referred to as the “Parties”)

1. Scope of Work

The Client hereby engages the Designer to provide design services as described in the attached Exhibit A, which are incorporated by reference into this Agreement. The Parties agree that any additional work or changes to the scope of work and/or priority of tasks shall be documented in writing using the project management software Trello.

2. Compensation – Designer | Project Manager

In consideration for design services, the Client shall pay the Designer as follows:

Payment Structure: Invoice based on hourly rate timesheet.

Payment Schedule: Weekly (submitted on Friday, payment due the next Friday)

Payment Method: Zelle, Stripe, PayPal, QuickBooks, Bank Transfer

Designer will provide daily updates inside of Trello project management software so management can see progress and communicate in real time. Designer will train.

3. Third Party Suppliers

The Designer will work in the capacity of project manager and negotiate any outside services required in pursuit of custom content creation, providing management with a written quote for approval prior to any work being performed. These services include custom coding | site development, photography, videography, technical writing, motion graphics, 3D effects, story boarding, script writing, or any other specialized talent. This will happen on a case-by-case basis as needed.

Any content created by the Designer as part of the discovery process for this project is considered the property of the Client. Photography, Videography, Writing.

Additionally, as project manager, the Designer will curate existing stock imagery and/or video and use in addition to custom content where applicable to reduce cost subject to approval by management of samples provided. This may include billable assets that will be owned by the Client.

4. Timeline

The Parties shall work together to establish a mutually agreed-upon timeline for the completion of the project. The Designer shall make reasonable efforts to adhere to the timeline, but delays may occur due to unforeseen circumstances. In such cases, the Parties shall communicate promptly and adjust the timeline as necessary.

5. Client Responsibilities

The Client shall provide all necessary information, materials, feedback, and participation required for the project in a timely manner. Failure to do so may result in project delays, and the Designer shall not be held responsible for any such delays.

Late payments will result in a pause in work which in turn will cause project delays, work will resume immediately upon receipt of payment.

6. Ownership and Rights

Upon completion of the project and full payment of all fees, the Client shall own the final website and all design elements / digital assets excluding any third-party software | tools used. These are usually done on an annual subscription basis and may vary depending on the elements used, this may not be applicable in WIX.

The Designer retains the right to display the completed project in their portfolio.

7. Confidentiality

Both Parties agree to keep all project-related information and materials confidential. This obligation shall continue after the completion of the project and/or termination of this Agreement.

8. Termination

Either Party may terminate this Agreement with written notice if the other Party breaches the material terms of this Agreement. Upon termination, the Client shall pay all outstanding invoices for completed work, and the Designer shall promptly provide any work in progress or project materials to the Client.

9. Indemnification

The Client agrees to indemnify and hold the Designer harmless against any claims, damages, or liabilities arising from the use of the website.

10. Dispute Resolution

Any disputes arising from this Agreement shall be resolved through negotiation and, if necessary, mediation, in accordance with the laws of the State of Florida

11. Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes any prior understandings or agreements, whether written or oral.

12. Amendment

This Agreement may be amended only in writing and signed by both Parties.

13. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Sate of Florida, City of Palm Coast, Flagler County, County in Florida.

CLIENT: **COMPANY NAME**
A City - Type _____ company

By: _____

Responsible Party Full Name

Its: Title

Date: _____

DESIGNER: **IDESIGN STUDIO, LLC**
A Florida limited liability company

By: _____

Connie Horner

Its: President

Date: _____

EXHIBIT "A"

Some sample Scope of Work language for review

Phase 1 | DISCOVERY

- Engage in _____ discovery process to capture company culture through interview with _____ company management.
- Analyze existing Website and Marketing materials if they exist.
- Analyze the _____ market in _____ to identify opportunities by studying competition with the goal of positioning _____ with unique messaging and tone. This work should identify competitive advantages and the value provided to customers.
- Create Trello board for project management. Invite management to join | train if needed. This provides a great means of communication in real time.

Phase 2 | CONCEPTUALIZATION

- Develop a clear content strategy that achieves the goals of management for the website.
- Review Branding. Once approved, create & document branding guidelines which will codify colors, fonts, iconography, paper, print methods, etc., to ensure Brand continuity.
- Make formal visual presentation of concept and direction for the project.

Phase 3 | SITE DESIGN

- Create site map to identify number of pages needed and recommended User Interface (UI)
- Wireframe Diagramming.

Phase 4 | CONTENT CREATION

- Review all available existing content, photography, etc., Use where can.
- Create high-quality content that resonates: Website Pages, Video storyboards, Graphics, Motion Graphics, Custom Images, Stock Video/Images, Brochures, Signage, Biz cards, etc.
- Mock-Up site in Figma or similar program for approval.

Phase 5 | BUILD

- Choose Hosting & Development Platforms and set them up.
- Build pages per approved Figma mock-up.
- Ensure site is responsive on all devices.
- Connect all links and test.
- Set-Up eCommerce Shop and Product pages if needed.
- Design any forms and map data to CRM platform (HubSpot?) for marketing purposes if required. Ability to upload Project Briefs for quoting? Identify other tools/ways to interact with User.
- Case Studies. Present work done in an aesthetic way as the official portfolio.

- Provide SM Links and live feeds if needed.
- Contact information for clear and easily accessible communications.
- Set-up and test all Merchant Services if accepting payments.
- Make sure SEO, Keywords, etc., in place (Yoast SEO / or equivalent)
- Set-up company email and test (with Branded signature blocks).
- Ensure website complies with legal requirements, including privacy policies, terms of service, etc., Identify if Accessibility is a legal requirement for this industry and if so, make sure the website adheres to all standards.
- Implement robust security measures to protect website and user data, SSL certificates, firewall protection, security patches as available with chosen platform.

Phase 6 | LAUNCH (Publish the site)

- Test website for functionality, compatibility across browsers for overall performance.
- Initial basic set-up of analytics tools to monitor website traffic and user behavior. (Monster Insights | or equivalent)
- Make sure that Site is indexed with Google. Submit site map, etc.,
- Performance Testing – Load Time

GOING FORWARD

- Provide monthly maintenance/monitoring if desired by management, modify agreement if needed. Separate negotiation and agreement.
- Develop strategy to keep the site fresh and up to date. Continuously monitor performance and user feedback to suggest improvements as needed.
- Manage all software upgrades, especially any 3rd party plug-ins.
- Bug Fixes
- Emergency Support
- User Training
- Content Management (CMS)
- Scalability Planning