The software development contract

SOFTWARE DEVELOPMENT AGREEMENT

Between: [your agency], [address], [email] ("the agency")

And: Tallgrass Pet Resorts, which runs three dog boarding and daycare locations in Omaha, Nebraska ("the client")

Approver for the client: Joanna Lindqvist, operations manager, [email]

Signed: Monday, February 1, 2027

1. THE WORK

1.1 The agency designs and builds a web app for booking stays and daycare, taking deposits, collecting vaccination records and checking dogs in at the front desk, as described in Schedule A.

1.2 Schedule A is the specification. Anything it describes is part of the fee in section 2, and anything it doesn't describe is a change under section 5.

1.3 The target launch date is Monday, July 12, 2027, subject to 3.2.

2. FEE AND PAYMENT

2.1 The fixed fee is $48,000 for the work in Schedule A, built from 320 hours at $150 an hour in four stages: discovery and specification, 30 hours, $4,500; design, 50 hours, $7,500; build, 180 hours, $27,000; testing and launch, 60 hours, $9,000.

2.2 The fee is paid in four payments of $12,000: on signing, when the approver accepts the designs, when the build is delivered to the test version under 4.1, and on acceptance under 4.4.

2.3 Invoices are due within 15 days. Changes accepted under section 5 are invoiced with the next payment in 2.2.

3. WHAT THE CLIENT PROVIDES

3.1 The approver answers questions and reviews work within three business days, and provides the sample bookings, price lists and vaccination rules the build needs by the dates in Schedule A.

3.2 If anything in 3.1 arrives late, the launch date moves by the same number of business days.

4. TESTING AND ACCEPTANCE

4.1 The agency delivers the finished build to a test version, with a list of what to test that follows Schedule A line by line.

4.2 The approver has 10 business days to test it and report issues in the shared issue list.

4.3 Within two business days of each report, the agency labels it a defect, meaning the app doesn't do something Schedule A describes, or a change, meaning it asks for something Schedule A doesn't describe. Defects are fixed at no charge. Changes are quoted under section 5.

4.4 The approver accepts the app in writing once every defect reported under 4.2 is fixed. If 10 business days pass with no open defect reported, or the client starts taking real bookings on the app, the app is accepted on that day.

5. CHANGES

5.1 A change is requested in writing. The agency replies within three business days with a quote in hours at $150 an hour and its effect on the launch date.

5.2 Work on a change starts only after the approver accepts the quote in writing.

6. OUTSIDE SERVICES

6.1 Every outside service the app depends on is opened in the client's name and paid by the client directly. Schedule B lists each one, whose name it's in, who pays and what access the agency has.

6.2 The agency works in each account as a user. It doesn't pay any of these bills or add a markup to them.

6.3 A service is added to Schedule B only when the approver accepts it in writing, with its expected monthly cost where one is known.

6.4 An outage or a price change by an outside service isn't a defect under section 9. The agency helps with it at the rate in section 10.

7. OPEN-SOURCE AND OTHER COMPONENTS

7.1 At handover the agency gives the client a list of every open-source library and third-party component in the app, with the license each one is under.

7.2 The agency doesn't use a component whose license would require the client to publish its own code, unless the approver agrees to it in writing first.

8. OWNERSHIP

8.1 Code, designs and documents delivered before each payment in 2.2 belong to the client once that payment is made.

8.2 The code is kept in a repository in the client's account from the first day of the build, and the agency works in it as a user.

8.3 The agency keeps the starter code, scripts and tools it brought to the project or uses on other projects. The client gets a permanent license to use them inside this app at no extra charge.

8.4 The agency can show the app in its portfolio once it's live, unless the client says no in writing.

9. WARRANTY

9.1 For 60 days from acceptance, the agency fixes any defect at no charge, meaning anything the app does differently from Schedule A.

9.2 On a defect that stops customers booking or paying, work starts within one business day of the report. On any other defect, work starts within five business days.

9.3 The warranty doesn't cover changes made by anyone other than the agency, or problems caused by an outside service under 6.4.

10. SUPPORT AFTER THE WARRANTY

10.1 The client can take a support plan at $950 a month for up to six hours of fixes and small changes, with work starting within one business day on a fault of the kind in 9.2. Unused hours don't carry into the next month.

10.2 Without a plan, the agency fixes faults at $150 an hour, quoted in hours before it starts.

10.3 Either side can end the plan with 30 days' written notice.

11. CONFIDENTIALITY AND DATA

11.1 Each side keeps the other's business information confidential, during this agreement and after it ends.

11.2 The client's customer records stay in the client's accounts. The agency uses made-up test records wherever it can, and deletes any copy of real records when the work ends.

12. ENDING THE AGREEMENT

12.1 Either side can end this agreement with 15 business days' written notice.

12.2 The client pays every payment already due under 2.2, plus the hours worked on the stage in progress at $150 an hour, up to that stage's price in 2.1.

12.3 On the end date the agency removes its own access to the repository and to every account in Schedule B, and sends the list in 7.1 and a list of every account with where its login is kept. Up to six hours of handover with whoever takes over are included in the fee.

13. GENERAL

13.1 The agency's total liability under this agreement is limited to the fees paid under it in the 12 months before the claim.

13.2 Changes to this agreement are made in writing and accepted by both sides.

13.3 This template is not legal advice. Have a lawyer in your state review it before you rely on it.

SCHEDULE A: SPECIFICATION

[Attach the signed specification or statement of work, with one numbered line per feature and how each one will be tested.]

SCHEDULE B: OUTSIDE SERVICES

B-1 Cloud hosting: client's account, client pays, agency has developer access.

B-2 Payment processing for deposits: client's account, client pays the processing fees, agency has developer access.

B-3 Confirmation emails: client's account, client pays, agency has developer access.

B-4 Error monitoring: client's account, client pays, agency has team access.

B-5 Code repository: client's account, client pays, agency has developer access.

B-6 Text-message reminders, added Monday, April 19, 2027 by change CO-1: client's account, client pays for usage, agency has developer access.

Signed for the agency: _____ Date: _____

Signed for the client: _____ Date: _____