EE Podcast #82 Contracts & Business with Paul Burton

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Lea Alcantara: You are listening to the unofficial ExpressionEngine Podcast Episode #82. Today we are talking about contracts and business practices with special guest, Paul Burton. I'm your host, Lea Alcantara, and I'm joined by my fab co-host, Emily Lewis. This episode is sponsored by Focus Lab. Focus Lab, LLC is an EE shop who believes in the power of team work. If you need help planning, debugging, developing or even training on an EE project, get Focus Lab a call and ask for Erik Reagan or online at FocusLabLLC.com/eepodcast.

Emily Lewis: The ExpressionEngine Podcast would also like to thank Pixel & Tonic for being our major sponsor of the year. [Music ends] Hi Lea, it's so good to have you back. How are you feeling?

Lea Alcantara: I'm much better now that I can speak in full sentences. [Laughs]

Emily Lewis: [Laughs]

Lea Alcantara: Instead of croaks.

Emily Lewis: I'm glad you're back to the land of the living and speaking. Since you were out for our post-EECI episode, I was hoping you might share your thoughts about the conference.

Lea Alcantara: Well, I was really relieved and happy I was able to attend. Even the brief time I was there, I thought the show we had was a blast, and you really can't put a price on the conversations you have and the people you meet.

Emily Lewis: [Agrees]

Lea Alcantara: So even though I was only there for a brief day, even in a day I was still able to make some new connections and reconnect with old friends.

Emily Lewis: I was so happy you made it.

Lea Alcantara: [Laughs]

Emily Lewis: [Laughs] Just so you were there with me for the live podcast, you and I, we never see each other so it's so nice to be able to be in person with each other.

Lea Alcantara: I agree. Like I said before, the EECI has become kind of the new South by Southwest sort of for me. So I was disappointed to find out that it was going to be Woooz!'s last official one, so for me, that made the Turner Parscale announcement all the more sweet. So for those that don't know, Brad Parscale of DevDemon fame along with Tom Turner who runs a venture capital firm joined together as Turner Parscale and they've purchased the rights to EECI. So Brad has been a dedicated part of the community and it's really great to see that EECI has been turned over to capable hands.

Emily Lewis: Yeah, I'm sure everyone in the community is glad to know that there will be something moving forward, especially from someone who is so professional and part of the community, and I also know that in addition to what will come from EECI next year, there are a lot more local groups and meetups getting active and I expect to see more opportunities for our community to get together.

Lea Alcantara: Yes, I'm really looking forward to that.

Emily Lewis: [Laughs]

Lea Alcantara: Yeah, let's get on to today's topic. We will be talking less about EE development and more about business today. Not only do I know this is a topic near and dear to both our hearts, our listeners seem to agree, and talking about Brad Parscale, our Selling EE Podcast with him as our guest was the top pick in our listener survey.

Emily Lewis: Right. So continuing with this more businessy theme, we've got Paul Burton on the show today to talk about business practices and contracts. Paul is a man of many talents, an artist, illustrator, web designer and ExpressionEngine developer, to name a few. He's the co-founder and lead creative for the award-winning 16toads web consultancy, which has been a member of the EE Pro Network for over four years. Welcome, Paul. Thank you for joining the podcast today.

Paul Burton: Hi, thank you very much for having me on.

Lea Alcantara: Thanks for being here. So to start off, I'm curious, 16toads, it's a very unique name for a web agency.

Emily Lewis: [Laughs]

Lea Alcantara: So what's the story behind that?

Paul Burton: Well, in a nutshell, the 16 is the day that I was born so it's my lucky number, and toad is a nickname that a friend of mine gave me back in my undergraduate art school days because I gave her a lot of shit for using too much green in her paintings.

Lea Alcantara: [Laughs]

Emily Lewis: [Laughs]

Paul Burton: So it has been memorable so it has worked pretty well.

Lea Alcantara: Cool, cool. So how long have you been running 16toads?

Paul Burton: Well, I've been in the business, well, actually, it's the 2013 we will mark 18 years in the business.

Emily Lewis: Wow!

Lea Alcantara: Holy...

Paul Burton: And 16toads came about after the web bubble burst in 2001.

Lea Alcantara: Okay, and have you always been an ExpressionEngine shop?

Paul Burton: Yes and no. Prior to finding ExpressionEngine four or five years ago, I've gone through almost a two-year period where I was testing different content management systems.

Lea Alcantara: [Agrees]

Paul Burton: And as the business grew and web technology improved, I started receiving more and more phone calls from potential clients asking for content management systems and at that time I had no idea what they were.

Lea Alcantara: [Agrees]

Paul Burton: So as part of growing the business then was to start researching different CMSs and I went through a period where I worked with – the very first one was – DotNetNuke which was an absolute nightmare.

Lea Alcantara: Oh yeah. [Laughs]

Emily Lewis: Oh. I hate that. [Laughs]

Paul Burton: Yeah, it was a horrible experience, and then from there I went onto Joomla and Drupal and Simple CMS, and eventually after discovering that there were certain aspects of all of those systems that either I wasn't able to learn or I wasn't able to design around, I found EE doing a search for, I believe, it was just something like content management systems for designers.

Lea Alcantara: [Agrees]

Emily Lewis: [Agrees]

Paul Burton: And EE was one of the ones that came up, so I just tried it out and I loved it and that was the end of the story.

Emily Lewis: And since then, has ExpressionEngine been exclusively the platform you're using for content management systems?

Paul Burton: Yes and no. It depends on the project. It depends on the client and what their needs are.

Emily Lewis: [Agrees]

Paul Burton: But it has been a core part of the business, but for me, it's always been a tool.

Emily Lewis: Yeah, I feel the same way. It always does for me come down to the client and the project. So speaking of that, when you are evaluating a project, what are some of the key things you are on the lookout for to determine what CMS is the right tool?

Paul Burton: Well, the primary one, and this is a question that I ask all clients or even with the ones that ask me for content management systems or they are shopping around for a CMS to use for their business, the first question I ask is, are they actually going to use it?

Lea Alcantara: [Agrees]

Paul Burton: And if they come back and say, "Well, you know, we don't really have the staff internally to be able to maintain it," then that kind of leads to some other questions in terms of what they actually are going to use. If EE, for me anyway, is a means to an end for more complicated websites. It can do so much that it doesn't make a lot of sense for me to either do the work myself or hire someone to do the work to develop the site if all the client needs is the ability to say, "Change a few pieces of content or text within the website," over the course of a month or something like that, if they are going to be maintaining a blog, if they are not going to be maintaining a portfolio or case study section of the website or something along those lines, or if they don't have any more requirements that are technical in nature, then EE may not be the best fit.

Lea Alcantara: [Agrees]

Paul Burton: In which case, then we will start shopping around for something else that may or may not work.

Lea Alcantara: So I'm curious, you mentioned how sometimes clients come to you shopping for CMSs. Do most clients that approach you already have a CMS in mind, or do they basically rely on you to make sort of recommendation?

Paul Burton: Both.

Lea Alcantara: Sure.

Paul Burton: Both, I would say that it's about 50/50.

Lea Alcantara: Okay.

Paul Burton: The clients that come to me who, I guess for lack of a better way of describing it, are more web savvy and that could mean that they've either already gone through the process of building a website or they've just done a lot of research in terms of sites that they like, features that are on their wish list and things down the road that they want to be able to accomplish with their site. Those folks typically come to me having to say, "Okay, well, we've already talked to a few people. These are the systems that we were recommended to us. We've done our research on these systems and we found you via… " whatever it maybe, whether it was a referral or the ExpressionEngine Pro Network or something along those lines. Those are the folks that typically have some kind of idea what they are looking for. They don't necessarily know what the best solution is and that's why they are shopping around for that solution.

Now, the other side of the coin are the folks that are, again, for lack of a better way of describing it, not very web savvy. They just need a website. They have a basic idea of what it is they want to accomplish, but don't have any idea what's out there in terms of a solution. My experience has been that – well, actually I'm not even going to make that statement. I was going to say that the folks that don't necessarily know what they are looking for are a little bit more fun to work with.

Lea Alcantara: [Laughs]

Paul Burton: But sometimes that's not case. From my own perspective, I tend to like clients that are a little bit more of a blank slate but still have enough of an idea what they are looking for to give me the foundation to build a solution around.

Lea Alcantara: [Agrees]

Emily Lewis: So you mentioned that sometimes you get clients that find you through the EE Pro Network. Being a part of the network, has that helped you land new clients? I mean, I'm personally not a member. Lea, I don't know. Are you?

Lea Alcantara: Yes, I am. Yeah.

Emily Lewis: So I mean, does being a member, does that help you get new clients?

Paul Burton: Very little. Very little, to be perfectly honest. I do get a lot of referrals from the Pro Network. The problem is that the folks that are looking for shops in the Pro Network are usually sending out shotgun blasts to everyone in the Pro Network.

Lea Alcantara: [Agrees]

Paul Burton: In which case, there isn't in any way. I haven't won a single one of those jobs yet because I can't compete on a cost basis for people that are looking, that are doing that kind of shopping, so to speak, for a web professional. So it hasn't really benefited me other than being able to have my logo up in the site and another link back to me.

Lea Alcantara: Yeah, it's been pretty much the same experience for myself as well.

Emily Lewis: Oh really? Well then, I don't need to have that at the top of my list then. [Laughs]

Lea Alcantara: [Laughs]

Emily Lewis: So Paul, working with EE in general, especially for those projects that have a high level of technical requirements, before you sign the client having EE in your tool belt, is that kind of one of the clinchers for getting those more technical projects?

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Paul Burton: In general, yes. It helps a lot just from a sales standpoint, and well, I'm going to push this from two different angles because my emphasis within my business is design. I'm a begrudging programmer.

Lea Alcantara: [Agrees]

Emily Lewis: [Agrees]

Paul Burton: And I have learned over the last couple of years that I'm not very good at it. I'm good enough to be able to build some complex sites, but I don't know all of the tricks to really make a code pretty. I've been contracting out my development work over the past couple of years. In fact, I've done very little development work. That being said, from a sales standpoint, EE is a wonderful thing because as I mentioned, many of the clients or potential clients that I speak with or deal with have already gone through the process of looking at other CMS platforms, and it's been somewhat an easy sale for me to be able to kind of describe the differences between EE and what it offers in terms of not only ease of use for the end user and also the administrator, but also from a design standpoint.

Drupal, for example, you're not really developing – how is the best way to put this? The benefit of EE is that from a design perspective, I can create a design and then wrap the content management system around the design, whereas with other content management systems, you're basically given a template structure and you have to figure out a way to fit that design into the template structure, which means that ultimately it's not all that flexibility from a visual standpoint.

Lea Alcantara: [Agrees]

Paul Burton: That was why I ended up with EE, and it's been one of the primary selling points for my business in selling content management systems over the years. I've got somewhat of a design style, but virtually every site that I build is custom, and that I'm trying not to repeat design solutions from one client to the next. It's all about what the client is looking for. So for me as a designer, that has been the way that I have approached selling a project to a client that's looking for a custom design more than anything else.

Lea Alcantara: Yeah, absolutely. I feel like with other systems that I've taken a look at, because of that rigid template structure, a lot of those styles are starting to look exactly the same. Like I can spot a WordPress site a mile away, you know?

Paul Burton: Yeah, and in some ways, the interesting thing is that's happening in the EE community too.

Lea Alcantara: Sure.

Paul Burton: Particularly with the advent of responsive design, you're starting to see design solutions that look exactly like something else someone did or even for that matter, a WordPress site.

Lea Alcantara: [Agrees]

Emily Lewis: Now, and this is to both of you, do either of you think that's a negative or a good thing for the EE community that we are seeing sites that reflect the work on other sites, the design solution on one applied to another, more genericized, I guess?

Lea Alcantara: I'm not a 100% sure that it's really related to ExpressionEngine per se as opposed to the actual responsive design movement.

Emily Lewis: [Agrees]

Lea Alcantara: I think with any new technique that comes out, people struggle with standardization and trying to figure out what to do. So before they try to be more creative, they just try to figure it out in the first place, so I think that's the point. So I think that's part of the reason why there is a certain look right now. I think as people get more comfortable with the restrictions and the technology itself, there is probably going to be more room for creativity as it matures. But right now, it's funny because it's really pushing a certain type of aesthetic that has always existed really. It's not like typography or minimalism types of designer sites never existed before responsive web design. It's just that how can we adapt without making everything look exactly the same.

I think there is a difference between people arguing between standardization. For example, there is rhythm and contrast and good typography that never changes no matter what platform you are using, but if everyone is starting to use the same typeface simply because it's available and then the same exact white space layout, two-column, one-column design, then that doesn't really necessarily mean there is much thought about the actual solution as much or goal. It's just let's get this done so it works. I feel like that's what it seems like to me for now.

Emily Lewis: So it's like part of a cycle because we are all starting to explore and experiment with responsive design and how to get the job done.

Lea Alcantara: Yeah, absolutely. Now, Paul, what do you think?

Paul Burton: I would agree entirely with that synopsis. I don't think that the direction of design in the larger web community nowadays has anything really to do with the technical underpinnings of a website, meaning whether it's attached to a content management system or not. It just has more to do with the fact that the big arguments within the responsive community is mobile first design or design it for a mobile device before you get to the desktop. I don't necessarily agree with that because I think there is a point at which simplification becomes too simple, and if you take a web design and you're working with a client and that client gives you brand guidelines where they have a vision for their site. They want it to look like something, and I can't remember, but is it skeuomorphic design that people are complaining about nowadays where everything looks like something real?

Lea Alcantara: Yeah, yeah, with Apple. Yeah, yeah.

Paul Burton: Yeah, I actually like skeuomorphic design and I read a really good article recently in defense of Apple and the rationale behind skeuomorphic design is because they give something. There is a symbol there. There is something for people to latch on to. It makes instant sense when you open a calendar, it looks like a calendar. As much as I do like simple design, and I had worked towards simplicity in my own designs, I also believe very strongly that the design itself has to, in some way, shape or form, relate back to the client.

Lea Alcantara: Yeah.

Paul Burton: So when people are arguing that everything needs to be simple because it has to work on a mobile device, my first response to that is bullshit.

Lea Alcantara: [Agrees]

Paul Burton: It's up to us as designers to figure out solutions and if it's more difficult to take a graphic that you create for website or a pattern that you created for a website and figure out a way to scale that down to fit on a mobile device. Well, guess what? That's kind of what you need to do.

Lea Alcantara: [Agrees]

Paul Burton: So from the standpoint of working from a mobile first perspective, I do have an issue with the argument that everything needs to be flat color and simple.

Lea Alcantara: [Agrees]

Paul Burton: There is a soapbox issue that's buried in there as well that I'm going to stay away from right now for the purpose of this discussion.

Lea Alcantara: Yeah.

Paul Burton: But the simple fact is it's like if you look at it from a standpoint that you've got game designers that are building these just incredibly beautiful interfaces for an iPhone and then you have web designers saying, "Well, because of responsive design, we have to keep things simple," there is kind of a contradiction there that doesn't make a hell of a lot of sense to me because if you can build something for a game that is incredibly detailed on a mobile device and you're starting mobile first, then you should be able to figure out a way to transition that to a website as well.

Lea Alcantara: [Agrees]

Emily Lewis: Are you getting clients coming to you with responsive as one of their requirements?

Paul Burton: Oh sure, yeah.

Emily Lewis: So when you get those sorts of clients, do they come with preconceived notions of what that means? Or is that like a huge education process for you?

Paul Burton: I'd say it's more of an education process. What I do with more than anything for clients that come to me for web design and particularly for developing systems, whether it's content management systems or e-commerce, is they know buzzwords.

Lea Alcantara: [Agrees]

Emily Lewis: [Agrees]

Paul Burton: They've heard responsive. They've heard people talk about it, and maybe they read an article, but they don't really have any idea how it works, how it's supposed to work, or how much work is involved in building it. So the preconceived notion that they come with is that, "Okay, well, we are just building a website and we need it to be responsive." What I ended up having to do then, or what I imagine most people in our position has to do then is explain to them that, "Well, it's going to cost X amount of dollars more for us to do this because the time involved in creating a responsive website based on what you want is going to be X number of hours more than even you anticipated."

I've had very little luck. Well, I don't want to say luck. It's just that most of the clients that come to me are small to medium sized businesses. I do work with some large companies as well, and even the large companies don't have the budget to be able to create a responsive site.

Lea Alcantara: [Agrees]

Paul Burton: And a lot of the time, what that ends up meaning is they are looking at some like canned web-based solutions where you can basically plug your website into this machine that spits out a responsive or web-based site. So the companies that I worked with in the past have built specific mobile site instead of a responsive site because it ends up being cheaper or they already have a website that's built and the cost to retrofit that would be more than just simply starting over and building a mobile version.

Lea Alcantara: [Agrees]

Paul Burton: So it's been an interesting process. The more people that I talk with, having website that works fluidly from a desktop version to an iPad to an iPhone or another mobile device, comes up more and more frequently.

Lea Alcantara: [Agrees]

Emily Lewis: Now, to sort of changing tacks a little bit, I wanted to ask you about your Don't Call Me a Freelancer! presentation.

Paul Burton: Yeah.

Emily Lewis: What's wrong with the term "freelancer" from your perspective?

Paul Burton: Well, in a very general sense, in preparation for that talk, I spoke with a number of friends and colleagues who are not only owners of businesses who hire out for creative labor or creative vendors, but also have positions such as creative directors, associate creative directors or maybe they are just media buyers for companies, and the biggest problem that I have is that freelancer carries a connotation with it whether you like or not. You are a hired gun, and that means that you are a temporary solution for a problem.

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Emily Lewis: [Agrees]

Paul Burton: And the companies or the folks that I spoke with in preparation for the talk gave me a list of things when I say the word "freelancer," what does that mean to you? And everything came up from, "Well, they are too expensive. They are not reliable. They are in it for a short period of time. It's hard to get them on the phone." There was just a litany of, for all intents and purposes, negativity that came on in terms of dealing with freelancers.

I have experienced that on my own as well. My business is small. It's primarily me, but I do work with quite a few different developers and designers, and over the years I've been able to whittle that list down to people that are actually reliable or talented or talented and reliable.

Emily Lewis: [Agrees]

Paul Burton: And I've run into some of the same problems like the biggest problem that I have, particularly because I farm out my development, is I need developers who pick up the damn telephone.

Lea Alcantara: [Agrees]

Emily Lewis: [Laughs]

Paul Burton: And I'm sure there are a lot of people that can relate to that. It's a difficult thing. So for me, freelancing, I don't look at freelancing as a legitimate business that can go the long haul. When I started in this business 18 years ago, I called myself a freelancer because I didn't know any other way to describe myself.

Emily Lewis: [Agrees]

Paul Burton: And at that time I was literally doing project to project work. I wasn't at that time savvy enough to be able to say, "Okay, I'm going to upsell this client on this and that and the other thing." Because the work that I was doing was everything from storyboards for advertisements, to illustrations and then eventually getting into web banner and on things like that. So as my business grew, I started to understanding and realizing a few things, and I said, "If I wanted to succeed, I had to start treating me and my business as an actual business." And that meant that I had to start approaching projects from the standpoint that I'm not just a hired gun, I am a partner, and that's where the sales, the whole idea of learning how to sell myself as a business came into play. The bottom line is like the word "freelance" actually bothers me because it has the word "free" in it.

Emily Lewis: [Agrees]

Paul Burton: I can't tell you how many clients I've had that says, "Man, you charge a lot of money for being a freelancer." And my response is, "A, I'm not a freelancer, and B, I'm really good at what I do, and if anything, I'm undercharging for my work." So I would like to see the industry as a whole move away from the term "freelancing," and I don't care if you call yourself an independent creative god, I don't care.

Lea Alcantara: [Laughs]

Paul Burton: It's just freelancing in and of itself is not something that I think benefits the community as a whole.

Emily Lewis: You said in the beginning, you referred to yourself as a freelancer and the nature of your projects sort of reflected that. When you made the decision to focus on your business in a different way, how did you change the conversation? How were you referring to yourself when you made that transition?

Paul Burton: Well, when I made the transition, I just started calling myself an independent or penned that with independent creative, independent web designer or whatever it may be. I called myself a small business as well or an independent web studio. So I came with all sorts of terms that would help get around that connotation that I'm a freelancer, and that came a little bit more than anything because I started doing more. I started specializing in certain areas. I started becoming extremely proficient in certain areas. So it made sense to start building up the business, for lack of a better way of putting it.

There is a certain level that everybody gets to where we try to sound bigger than we are. I was never dishonest with my client in saying that, "What I can tell you is, it's primarily a one-man shop and I've got a network of people that I work with depending upon a specific need." And that's the one thing that I think helps separate me from some of the other shops in

town. When I started, let's just say when I changed the name of my business to 16toads in 2001, I was one of six independent web design studios in the entire city of Atlanta.

Lea Alcantara: Wow!

Paul Burton: Six. Now, there are over 300. So fast forward ten years, there's over 300, and the interesting thing is at that time in 2001, probably through 2004 and 2005, I was doing a tremendous amount of work for advertising agencies and interactive agencies in town, and the funny thing was that none of them had web designers or developers on staff. They were farming out all their work to people like me. Since then I don't have any of those clients any longer because I pulled down all of that work in house. They finally saw the need for it.

To specifically answer your question, when I made the transition or I made the decision to transition from a freelancer to a business, that's when I started getting serious about things like using contracts and protecting my rights as an independent creative professional. There were a number of things that I did on the business side to start taking my business more seriously. It was a fairly long process. I got into the business the way no one should for as much, proselytizing as I do about starting off with emergency funds and all of that crap. I didn't do anything right when I started it off.

Emily Lewis: [Laughs]

Lea Alcantara: [Agrees]

Emily Lewis: But that's just the way things worked out.

Emily Lewis: Yeah, I didn't have emergency funds. I had "I'm tired of this job" day. [Laughs]

Lea Alcantara: [Laughs]

Emily Lewis: So when you said it was a fairly long process moving from freelancer to a small business, was that something that was the process just on your end in terms of firming up your contracts, firming up your business practices, or was it also a transition on the end of prospects and clients perceiving you as a business?

Paul Burton: All of the above.

Emily Lewis: Yeah.

Paul Burton: Yeah, all of the above. The thing that I sort of realizing this, and this goes back to why I don't like the term "freelancer" is when I was working with clients in town, they will always refer to me as a freelancer.

Lea Alcantara: [Agrees]

Paul Burton: And they always brought up the money conversation, "Oh, you charge too much, or you do this and that or the other thing, or how can we trust you," and I started to kind of understand that there is a dynamic that happens when you call yourself a freelancer, that you're always going to be answering those questions, and to get to the point where clients trusted me, I needed to have some kind of backbone in the company that said, "Okay, well, this guy actually takes his work seriously." And it came into play particularly with using a contract.

When I started working with clients, I'd always read contracts because even as a freelancer you're given contracts, whether they are nondisclosure agreement or full contract or some kind of working agreement or whatever it may be, I always took that very seriously, and I did that even in my first year in business because I had mentors who were very insistent on, "You need to take this stuff seriously," so I always did.

That being said, using a contract/deed, it was able to help provide a perception to the client that I was professional.

Lea Alcantara: [Agrees]

Emily Lewis: [Agrees]

Paul Burton: And based on my experience for, I think, five or six years on my business or on the early years of my business, that perception was invaluable because I stopped becoming just something that came into help on a specific project, and I started becoming someone that they can call if they needed help.

Lea Alcantara: [Agrees]

Paul Burton: And that's how I started getting into and working for some of the ad agencies in town.   I was never put on retainer, mind you, but I was always the go-to resource for these folks, and the only reason that came about is because I started becoming, in their eyes, more reliable.

Lea Alcantara: Yeah.

Paul Burton: And that came about as a result of the practices I put in place to make myself be more reliable and be more accountable to the work that I was doing.

Lea Alcantara: As you made the switch, did you try to push your own agreement more, or do you always work with their agreement? How does that work in terms of whose contract do you sign?

Paul Burton: Okay. That's actually really interesting question because that was another area of my business that required years of experience to kind of understand how to use a contract.   In the early years, my contract was basically an estimate with a signature field with a few terms that help protect me from intellectual property standpoint and also to help me get paid.   When I started taking contracts very seriously, that's when I sat down and I started doing research.   I looked through the AIGA, or I should say I looked to the AIGA and the Graphic Artists Guild for advice on how to write contracts.   I also used a book called *Graphic Artists Guild Guidelines* for something or other.   It's the book that they produced, and that's basically a kind of compendium of all of the different creative fields and it gives you an idea of really what people are charging for everything from illustration to web design to writing and all of these things.   In any case, with my initial contract, I wrote myself and it was a piece of shit.

Lea Alcantara: [Laughs]

Emily Lewis: [Laughs]

Paul Burton: It wouldn't have stood up in court at all.

Lea Alcantara: Interesting.

Paul Burton: But it was the first steps that I took, and it did help.   It helped create a foundation for me to start understanding how contracts work, but by the same token, to get back to the question, for a number of years, it was about a 50/50 ratio again where I was the one providing the contract or signing contracts with companies.   Now, the larger the company, the more likely they are going to require that you sign their contract, right?

Lea Alcantara: [Agrees]

Paul Burton: That's just the way that it works. But it doesn't necessarily mean that you can't send them a contract yourself and say, "Well, I need you to sign my contract too."

Emily Lewis: Oh.

Lea Alcantara: I didn't even think about that.

Paul Burton: Yeah.

Emily Lewis: Me neither.

Paul Burton: So for a few years, I was signing contract with other companies and the only thing that I was really looking for at that time were clauses within that contract that would prohibit me from running my own business. One of the other questions that you asked in some of the pre-questions involve work for hire, and that is absolutely a soapbox issue for me. But that being said, it was also one of the things that my mentor said you need to watch out for this because of the fact that it really does prohibit your ability to run a business. There is also the nondisclosure agreement. Oh, pardon me, not a nondisclosure agreements, but non-compete agreements and a number of other things that will fall into those categories.

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Lea Alcantara: [Agrees]

Paul Burton: So I was always very, very good about looking for those clauses within contracts, and if I ever found them, I would go back to the company and say, "Listen, I have an issue with this. We have a need to revise it or remove it from the contract." And I would lose lots of jobs as a result of that.

Lea Alcantara: [Agrees]

Paul Burton: But I was always protecting my business because I refused to sign any work agreement whatsoever that would limit my ability to work, particularly in Atlanta at the time. Over the years however, let me rephrase that and say I was able over the past five or six years, I haven't signed a contract provided by a client in that time.

Lea Alcantara: Oh, interesting.

Paul Burton: I was the one that's providing my contract. The contract that I currently have was vetted by an attorney last year. I don't rewrite but I revise my contract every single year. I go back and I look at it and say, "Okay, well, this is where the industry is going. These are the things that I need to take into account, or this is where I want my business to go and these are the items that I need to revise." And as a result, I've got a contract that is long, it is full of legalese, it is as airtight as I can make it, and I have provisions within it that are kind of plug and play. So if I'm doing a development job, I can put in development language. If I'm doing design, it's design language and illustration language and what have you. But it gives me enough flexibility that I can create a somewhat customized contract based on the type of job that I get, but it also protects me. The other side of the issue is that I also have language in the contract that protects the client.

Emily Lewis: Such as?

Paul Burton: In terms of the items within a contract that clients have the most problem with, it usually boils down to intellectual property.

Lea Alcantara: [Agrees]

Paul Burton: Like who owns them, like intellectual property clauses are very specific in terms of what the client owns, when they own it, and what that means for the future. Beyond that, some of the clauses that I typically have issues with relate to cancellation fees or termination fees, how if the worse comes to worst, it does go to court, what the client is responsible for, what I'm responsible for. Those are the types of things that I actually don't mind negotiating because what they are doing, it is focusing on some of the mechanics of the contract rather than the actual language that protects my business.

Emily Lewis: So you mentioned that you had your contract recently vetted by a lawyer and you also mentioned that you revise your contract every year. So with every revision, do you have a lawyer review it?

Paul Burton: I try to, yes.

Lea Alcantara: [Agrees]

Paul Burton: But it depends on again how specific the changes are. My contract, for all intents and purposes, is kind of an amalgamation of contracts that I have been able to view from friends and colleagues who run businesses who I respect, and depending upon who you go to for advice, everybody has a way of approaching a contract, every lawyer has

a different way of writing a contract, and the purpose is to create something that covers you entirely, from beginning to end. There are a lot of different components in a contract that need to be there in order to do that.

With that thought, I am going to answer one of the other questions that you had in your pre-questions, and that was, "Is a more common language approach with very little legalese more appropriate than a contract that is absolutely airtight from a legal standpoint?" The answer to that question is my perspective is pretty simple, I'm not a lawyer. I don't necessarily understand all of the intricacies of law. When you are in court, particularly when it comes to dealing with someone who is paying you money for a service, whatever that may be, it is essential that you have a contract that works with the law, and there is a reason why lawyers write contracts that you and I probably don't understand from a language standpoint, and that's because what lawyers are doing when they are writing contracts is writing clauses that are oblique enough that gives them multiple angles to defend you with.

Lea Alcantara: [Agrees]

Emily Lewis: Right.

Paul Burton: So if you write a common language contract like Andy Clark suggested in his Contract Killer article, what you're essentially doing is simplifying your contract to the point that you may not have a legal foot to stand on.

Lea Alcantara: Oh, wow.

Paul Burton: If it's too clear cut and if it's too specific, even if your son could read it and understand it, it doesn't necessarily mean it's going to hold up in court.

Lea Alcantara: [Agrees]

Paul Burton: The whole idea of having a contract like that is something that I don't want to criticize it, but the bottom line is I'd never walk into court with a contract that my lawyer wasn't perfectly comfortable defending.

Emily Lewis: Well, speaking of what the lawyers brings to the table and kind of having something not too specific so they can work with that in the chance that you do end up having to go to court, how did you find a lawyer, or do you have to find a lawyer that understand contracts, or contracts and IT, or someone who just understands IT? I mean, is it a specialty for a lawyer who does contracts for web design, design and illustration?

Paul Burton: That's a really good question, and it has been kind of one of the banes of my business over the years. I work with a lawyer for a number of years. He was somewhat a specialist in contract law. Now, lawyers are just like web designers and developers, they have their specialties so there is intellectual property law, there is contract law, there is business law, and it goes on and on and on, and they don't all specialize in the same things. Even more to the point, there are very few lawyers that specialize specifically in either the IT world or the creative world or the design world, so finding that person is like finding a needle in a haystack.

Lea Alcantara: [Agrees]

Paul Burton: The guy that I work with didn't have any experience in web design or development or the technical fields when he started working with me and it was really up to me to work with him to help understand like these are types of things that we are going to have to deal with from a product and service standpoint. It was an interesting process. That being said, the guy that I worked with is no longer my lawyer and I'm currently without a lawyer.

Lea Alcantara: Interesting.

Emily Lewis: [Agrees]

Paul Burton: And I do revise my contracts. I work with a couple of different people now to help me do that, so I hire them basically just on the time and materials basis moving forward.

Emily Lewis: Now, you also mentioned some of the elements that you make sure you have in a contract like a termination clause, a work for hire clause, intellectual property. Can you be a little specific more about what you include in your contracts? And one of the things that's coming to my mind, and this is in reference to Andy Clark's Contract Killer, he even posted yesterday. He's made a revision to it to accommodate, if I recall correctly, responsive techniques. So when you have your contract in addition to sort of the legal stuff to protect your business and protect the client, do you get specific about what the project includes down to "these are the browsers I support, this is the type of responsive design that will be included"?

Paul Burton: The answer to that question is yes and no, and it depends entirely on the type of work that comes in.   To date, I don't get that specific in terms of what browsers it includes because frankly that's a topic that I wanted to try to avoid. Once you start walking down that road, then it leads to a much more complicated discussion with the client.   But I do however say that. I make a somewhat general statement in terms of, "We will make sure that your site or mobile whatever it may be will work in X number of browsers."

Emily Lewis: [Agrees]

Paul Burton: I guess Safari, Firefox, Chrome and Internet Explorer. There are certain things that I try not to be too specific about and that would be an example of one of them.

Emily Lewis: It is that because of what you said with regard to "if this does have to go to court, having things not too specific so that the lawyer can sort of work around it," or is that to keep your project open in case things happen?

Paul Burton: For me, it's more to keep the project open in case something happens, whether it's something going right or something going wrong. I do like to have as much flexibility as I can.

Lea Alcantara: [Agrees]

Paul Burton: Which brings up another relatively kind of important point. My contract, and I refer to my contract as my contract, but it's really my master services agreement, and all it does is it establishes the working relationship that I have with my client. I don't put any project, specific items in my contract at all, so the contract covers all of the legal things, everything from recitals and services, to cooperation, to deliverables, to IP information, to warranties, to fees, confidentiality and all the general provisions, including things like force majeure and governing law. So that's what my master services agreement is, and that services agreement is typically signed once with the client and the assumption is that I'm going to continue working with these people, so they should only have to sign that document once.

The master services agreement establishes the business relationship or the foundation for the business relationship. All of the project specific items I put in a statement of work, and what that is, it's an addendum to the contract that basically just spells out, "This is the project, this is what we are doing.   These are the solutions that we are proposing for whatever items we have to cover, and this is what you're going to expect from us from a timeline. This is what you're going to expect from us from a cost perspective." And even in that document, the project document, I've gone to the point now where it's relatively short and concise and I try not to get into too many specifics because I don't want my statement of work to essentially create a solution for me. I need to have that flexibility along the way that says, "Okay, well, we run into this issue, so we have to go back and redo this. Or we have a better idea to do something." I found over the years in one of my original long contracts, I took pains to include every single detail of every single thing that I would do.

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Emily Lewis: [Agrees]

Paul Burton: I found that to be incredibly limiting.

Lea Alcantara: [Agrees]

Paul Burton: That was basically establishing a solution on paper, and that, particularly from a development standpoint, doesn't work because a lot of the times when I would have to double back and say, "Well, this idea that we have, we found out that it is not really going to work." And then the client will start pushing back and saying, "Well, you promised, you promised, you promised."

Lea Alcantara: [Agrees]

Paul Burton: And that, in a very general sense, would turn out to be somewhat detrimental for a number of projects, so I started pulling specifics out and eventually it got to the point where I completely separated the project-related items from the contract itself so that if we did have something like a scope change or ran into a technical problem along the way, that we would be able to deal with it in the statement of work and not have to redo the entire contract.

Lea Alcantara: [Agrees]

Emily Lewis: So that statement of work doesn't get too specific, but does that include things like, for example, with ExpressionEngine add-ons, do you specify anything in your statement of work about who purchases it, who has the licenses to it, or is that one of those things that's just too specific?

Paul Burton: Well, in terms of licensing, I do have a clause in my contract that spells out that the client will be responsible for licensing for whatever platform or add-on that we use, particularly if it's content management system that we are using. In the statement of work, I basically just say, "Well, these are the items that we are planning on using." I have a little asterisk that says, "Well, depending on what we run into, we may change this."

Lea Alcantara: Right.

Paul Burton: So that cost is relatively minimal, and I've never had any pushback from a client if I have to go back in and say, "Well, every single one of these add-ons, we are not going to be using because they just don't work with the solution that we came with." Because the cost is relatively minimal, clients don't usually push back and granted, if on the off chance, that initial cost of that estimate for those items winds up being double with what I expected, I always go back to client before walking down that path and say, "Well, this is how we are going to revise the statement of work so that we can solve problem X, Y, and Z and it could potentially cost this." If the client pushes back and says, "You know, well, that's more than we wanted to spend on licenses for this stuff." Well then, okay, that's fine. We can take something out or we can figure out another solution that will get around the problem.

Lea Alcantara: Do you then purchase the add-ons on behalf of the clients since it's part of the agreement, or do you just tell them, "Here are the add-ons and here are the solutions and then now I'm going to invoice you"? Or do you just tell them, "Okay, now I need these add-ons. You purchase them and give them to me"?

Paul Burton: I found it easy over the years just to purchase the add-ons that we need to use and then bill the client for them.

Lea Alcantara: Okay.

Paul Burton: Any time that I left it up to the client to purchase the add-ons and send me the license numbers, we burn days or weeks waiting for them to do that.

Emily Lewis: Right.

Paul Burton: We just take care of that, and it just simplifies things.

Lea Alcantara: Okay.

Emily Lewis: Now, when you do have these statements of work, especially if the project goes out of scope or changes and you need to make a new statement of work, is that something that you have a lawyer look at? Or is that something that's just you feel confident that you're protected with those?

Paul Burton: It depends on how much of a change is coming down the pipe. Let's say, if it's a scope item that completely blows the scope of the original statement of work, we will write an entirely new statement of work. The older one just closes and then we will start from there. And again, depending upon what it is they are asking for, nine times out of ten, because of the fact that I had separated the project's specifics from the contract, I've been handling the statement of work myself.

Lea Alcantara: [Agrees]

Paul Burton: And at least up to this point that I've gotten into situation where I would have to run that by an attorney as well. Having said that, it is something that, depending upon the client, I would take to an attorney as well and say, "Can you just take a look at this and make sure everything is copacetic before we move forward." The key thing that I found in terms of dealing with client is just making sure that you're being upfront and honest about what the cost is going to be. If a client is comfortable with the cost, nine times out of ten you can resolve any issues that come up yourself.

I should say that I would disagree with the opinion that every single document that you create or produce for a given client has to be vetted by a lawyer. That being said, if your company is making enough money where you can have a lawyer on retainer, hey, run everything past him. But for those of us that don't have the income to be able to pay a lawyer up $1,500 a month or more to be on retainer so that they can review every single contract, I don't see that being necessary.

The other side of the issue too is that from my perspective, I don't have enough new work coming in every week or every month to warrant having a lawyer on retainer up to $1,500 just to have somebody on standby when I could go two or three months without getting a new contract in the door. So for me, working on an hourly basis with a lawyer fits my business and business practices a little better at this point in time. I mean, that may change, but that's kind of how I approach things right now.

Emily Lewis: You mentioned earlier in our discussion that there are certain areas of that contract, I think you referred to as the master services agreement, that you're willing to sort of negotiate with a client on. Can you talk about that a little bit more? Are there any areas where you always remain firm and inflexible to what a client might want to change?

Paul Burton: I would say that the primary area that I'm completely inflexible with the client is with regard to intellectual property. Intellectual property is kind of a sticky wick in that every single person has a different way of defining what intellectual property means and that goes for the designer, developer, even a lawyer or your client. They all have a different perspective on what it means. For me, the intellectual property that I am turning over to client when a project is done is the product that I create, and that product, if it's a website, the intellectual property that I'm turning over are the files that comprise the website, and that means that turning over all of the imagery, I'm turning over the code, I'm turning over the license for EE, and that is what they are purchasing from me.

Another soapbox issue for me within the general industry as a whole, the creative industry is that there are a lot of companies out there that believe that turning over a PSD is part of the intellectual property, and I completely and utterly disagree with that. The client is not buying my source files. What they are buying is the finished product, and I've stated this argument in the past that when you go to a clothing store and you buy a new dress. Let's say you walk into, I don't know, some couture store and they are selling a dress for $10,000. Well, when they sell you that dress, they are not selling you the pattern for that dress, but only the product.

Emily Lewis: [Agrees]

Paul Burton: So that's kind of the same way that I approach my business as a whole, and because of the fact that I started off as an illustrator in this business, I have a much different perspective on what intellectual property means. Much like the way that a photographer sells his work, when you go iStockphoto and you purchase a photo, you're paying

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iStockphoto for the right to use that photo in one place, and most people don't get this, and I found this with clients as well, that they will buy one photo and they will use it at a hundred different places. That's actually against the contract or in violation of the contract that you signed. You're only paying for a single use.

That's the same way that an illustrator approaches the business as well. That when I do an illustration for somebody, they are paying for a specific use, and that goes for if I'm doing a design for a website, that's the only place that I'm selling them the right to use it for. If they want to use it as a logo or they want to put it on a tee shirt or any kind of merchandising or in advertisements, billboards, TV spots, well, guess what? That's an additional fee because you're using it in an additional place.

I've had a lot of people argue this, but the bottom line is that if you sell the right to a client, or I should say, if you sell a product to a client and you turned over a PSD to a client, they can take that PSD and start doing your work for you.

Emily Lewis: [Agrees]

Paul Burton: Or they can hire somebody else who is cheaper than you, hand over the PSD that you created and then that person who is less expensive already has a leg up and they are able to do the work. So for me and from my perspective, that's the one area within intellectual property that I'm absolutely inflexible with. Now, the larger companies, for example, is it Happy Cog or NGen? It might be NGen. I was speaking with Carl about this. In any case, the way that they approach their contracts is that they already have built into the contract fees for all of these source materials. They can charge enough and they can get the contracts in that are large enough to make that worthwhile. For smaller companies, when a client comes to me and they say, "We need a website and we only have $10- or $15,000 to spend," they very rarely also have the additional funds to be able to say, "Well, we want all of the source material for this product as well," because I do have in my contract that it will require payment of an additional fee if they want that source material.

Lea Alcantara: How much is that additional fee? Like how do you quote based on what the source files are?

Paul Burton: I usually just look at it from the perspective of percentage.

Lea Alcantara: Okay.

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Paul Burton: If it's a very complicated project and I've done a tremendous amount of work on creating the PSDs and maybe I've got some little tricks in there, everybody has a different way of working in Photoshop and a lot of people know a lot of things other people don't know, and that particular document could be a nice little lesson for somebody that doesn't know how do something. From that perspective, I just take it as a percentage and say, "Well, it's going to cost 75% of the total cost of the project or it's going to cost a 100% or 200%." It just depends on what it is.

From the standpoint of an illustration, if somebody wants to buy the original illustration, and that's part of the deal, it might cost you typically 200%. It's kind of like buying the negative in photography. A photographer doesn't ever sell the negatives, they sell an individual photograph. If you purchase the negative, that means that you have ability then to create more samples or copies of that work.

Emily Lewis: Earlier you mentioned that nowadays, the contracts that are between you and a client is something that you've presented to the client. But back before when you were a freelancer and you were signing more contracts from the client, were there any areas that were red flags to be on the lookout for when you were receiving a contract from a client that they want you to sign?

Paul Burton: Oh, absolutely, absolutely. The two biggest red flags that I always look for, one was a work for hire clause and the other one is non-compete clause.

Lea Alcantara: Non-compete clause.

Paul Burton: Yeah. I'll start with the non-compete clause first because it's the easiest to understand. Non-compete basically means that a company is asking or basically is saying that, "We will work with you if you agree for a period of two to five years or more that you will not work with other companies within our industry." So basically what they are trying to do is prevent you from working with their competitors. In some instances, you're not going to be able to get away from that. The larger the company that you work with, the more likely you're going to be signing some kind of non-compete provision. However, you can negotiate how broad the description of that non-compete is.

Years ago I had a local client who I had worked with for six years. It was an advertising agency that was bought out by a larger global advertising agency and so they basically just became an arm on a giant octopus of a worldwide agency, and they sent me a new contract as a result. These are folks again that I had worked with for six years. They had trusted me. We had good working relationship. I knew most of the art directors and the creative directors and even the art buyers, and the new contract not only had a work for hire clause in them, but it also had non-compete, and the non-compete in one of these particular contracts said something to the effect of, "You will not work with other agencies," and I'm paraphrasing, "You will not work with other companies for ten years plus something else within…"

Lea Alcantara: What? [Laughs]

Paul Burton: Let's say I'm working for Coca Cola, and Coca Cola gives me a non-compete that says, "You're not able to work with any other companies within the sphere of what we do."

Lea Alcantara: Oh, my gosh, yeah. [Laughs]

Paul Burton: So what does that mean? That means that you're not going to be able to work with any other soft drink companies. You're not going to able to work with potential ad agencies or whatever it may be who are working with them as well, so it can be extremely prohibitive. Again, this is one of those things that when I'm reading through a contract, that is one of the first things I look for, and it's almost always separated from all of the other provisions in the contract that will say non-compete or I forgot what the other specific way that it's referred to, but the bottom line is that you're looking for covenants that are restricting who you can work with.

The second item I always look for is work for hire clause. This is probably my single biggest soapbox issue in this industry, mainly because it is understood to the degree that it should be, and as a result, particularly inexperienced people are signing contracts that they shouldn't. In general, work for hire is a provision in the US Copyright Act that it allows for a very narrow exception to the basic rule that a contractor or a creative professional who creates the work owns the copyright to the work that he creates. That's a very important concept.

But for the most part, all of the work that you create, whether you're an illustrator, whether you're a writer, whether you are a designer, you just by nature of putting pen to paper and creating a visual or writing something and putting a word on a piece of paper, you own the copyright to that work. What work for hire does is it subverts that. Work for hire is designed to treat a contractor as though he's a full time employee, but they don't have to pay him any of the benefits of being a full time employee. So essentially, what they are doing is treating you as though you're a member of the company, and what that allows them to do is essentially, again for a lack of a better way of putting it, kind of steal your right of authorship and your right to the copyright to the work that you create.

Within a contract, some of the buzzwords that you'll see or even in discussions with clients, they are referred to work for hire using such buzzwords as invincible, silent or white label. So essentially, what they are telling you is that you don't exist. If they white label you, that means that, "Oh, well, we want you to pretend that you're part of the company even we are contracting this work to you. We want you to pretend like you're an employee so that we don't have to tell our clients that we are outsourcing the work." And what all of this means then is that by signing a work for hire, you're essentially signing away your rights to the work that you create.

The interesting thing is after my talk to EECI in 2011, I got a little press out of that and I ended up receiving an email from a lawyer on San Francisco who had read through my StopWorkForHire.com website and said that, "Well, I agree with everything you say, but you're kind of being dishonest in the way that you are portraying this because…" As she put it, websites, web design, web development, and software development are inherently work for hire, and my response to her was, "Well, no, it isn't. And if you read the US Copyright Act, there are nine categories that the US Copyright Act specifically states as falling under a work for hire agreement on the things like newspapers, magazines, anthologies, motion pictures, translations, any kind of compilation or things like atlases. So basically, what they are describing are types of work that incorporate dozens and dozens of different people who are contributing to it, and the reason why that's important, or I should say why that's necessary is because you can't have, let's say, if you're doing a poetry anthology, you can't have 50 different contributors on a project claiming a right to that work. You can't have 50 different people stating that, "Well, if I work with this, then these are my demands." They are contributing to is and there is typically one editor who is in charge of that entire project, so that's where work for hire comes into play.

Now, the way that it's subverted by advertising agencies, design firms, and just general corporations is that because the law is somewhat amorphous and there are some words in there like audiovisual work that they can say, "Oh, well, we are going to treat web design development or the software development that we've outsourced as a work made for hire." So technically, it doesn't fit within the Copyright Act itself or the clause within the Copyright Act, but the only things that a company needs to be able to claim something that's work for hire is a technically they are supposed to have within the contract the words "work for hire" need to appear, but there is a loophole.

Over the years, I've collected contracts that people have been sending me that have very specific work for hire clauses that do not state that they are work for hire. So the loophole is that the words "word for hire" don't actually need to be in the contract, and the only thing that a company needs to enforce work for hire clause is your signature. Once you sign that, you are agreeing to every single provision that that work for hire agreement entails. So it's a bit of a problem because there are all sorts of ways that companies can get around work for hire agreements, and I receive contracts from clients that have work for hire language specified in three different locations within the same contract. Companies send me a work for hire agreement separate from the actual contract which also had work for hire language in it, and I've also received pay checks from companies with work for hire language on the back of the pay check and by cashing that pay check, you are agreeing to work for hire, even though it wasn't in your contract.

Lea Alcantara: It's crazy. Wow.

Emily Lewis: So when you have these situations where a client is giving you a contract and you want to push back on the work for hire, but the other side of that, when you have your own agreement, do you have to specify something in that agreement that you are an independent contractor, not an employee and all that other stuff to protect yourself?

Paul Burton: Yes and no. Within my own contract, that is pretty much covered within the intellectual property clause, and within my contract, it basically states that I'm not an employee of the company, that these are the basic rights that I'm reserving for myself, this is what you can expect for your intellectual property rights. I do my best to detail all of that, so the answer to the question is yes, it is in my contract.

Lea Alcantara: All right. So we've taken a lot of your time today. [Laughs]

Emily Lewis: [Laughs]

Lea Alcantara: And we kind of did that on purpose because I think this topic is so important.

Emily Lewis: I could listen to this for hours.

Lea Alcantara: I know. I wanted to squeeze as much out of you. [Laughs]

Emily Lewis: [Laughs]

Lea Alcantara: But there is such a thing as reasonable time limits, so that is all the time we have for today. Thank you for joining us, Paul.

Paul Burton: Well, thank you very much for having me on. It was a blast.

Emily Lewis: It was great having you. In case our listeners want to follow up with you, where can they find you online?

Paul Burton: Well, you just google 16toads and you will be able to find me.

Emily Lewis: [Laughs]

Paul Burton: Yeah, I'm on Twitter @16toads. My website is 16toads.com, and if they want to contact me via email, it's just paul@16toads.com.

Lea Alcantara: Perfect. All right, [music] so now we'd like to thank our sponsors for this podcast, Focus Lab and Pixel & Tonic.

Emily Lewis: We would also like to thank our partners, EngineHosting, Devot:ee and EE Insider.

Lea Alcantara: Also, thanks to our listeners for tuning in. If you want to know more about the podcast, make sure you follow us on Twitter @eepodcast or visit our website, EE-Podcast.com. .

Emily Lewis: And don't forget to tune in to our next episode when we will be talking about digital marketing with Dana DiTomaso.

Lea Alcantara: This is Lea Alcantara.

Emily Lewis: And Emily Lewis.

Lea Alcantara: Signing off for the unofficial ExpressionEngine Podcast. See you next time.

Emily Lewis: Cheers.

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