

WEB DESIGN CONTRACT

Design Contract

This is a legal and binding contract between _____ and the Client listed below.

Client

Name: _____

Company: _____

E-mail: _____

Terms of Agreement

Authorization

1. The above-named Client is engaging _____, known as the Designer, a sole proprietor, as an independent contractor. The Client authorizes the Designer to publicize their completed work to Web search engines and other Web directories and indexes, as well as on Web-based portfolio sites such as Dribbble, Behance, etc.

Standard Design Package

1. Text
 1. Copy for work must be supplied by the Client via Google Docs or email attachment.
2. Photos
 1. Photos and other misc. graphic images must be supplied by Client. All images used within all design work, other than where noted, are to be considered placeholders and are not to be considered legally owned by the Client or the Designer. If used, attribution will be required at the expense of the Client.

Scope of Project

1. Theme Design and Development: The theme presented with the proposal will be the basis for

the design of the website. There will be a period of revisions and development will start once you have signed off on the design. Development will utilize valid HTML5, CSS3, and PHP. Once development has started, only minor changes can be made without affecting the scope of the project.

2. Host and Domain Setup: If hosting is required, I will source and set up hosting for the requested domain. Maintenance of the account will fall to _____ at the conclusion of the project.
3. Wordpress Installation and Setup: I will install and set up the CMS on the domain mentioned above so that _____ is able to maintain the site.
4. Content Entry: I will enter the initial content you provide to me. This will include text and pictures for each page to be created with the initial setup.
5. The pages for the site will include: _____
6. The features of the site will include: _____
7. Browser Testing: I will test the site to make sure it works with modern desktop web browsers such as IE, Chrome, and Firefox. I will also test to make sure that the site does not break when viewed on mobile devices.

Deliverables

1. Account and login information.
2. Website deployed on requested domain.
3. A backup copy of the files associated with the site.
4. A reference document with resources on how to use Wordpress.

Graphic Creation

1. This custom package contemplates that the Designer will create, capture or receive from the Client all the graphic elements necessary to complete the Client's project except where otherwise noted. This includes creation / redesign of Corporate Identity (logo), ancillary images, animated graphics, photography and banner advertisements.

Additional Expenses

1. The Client agrees to reimburse the Designer for any critical Client requested expenses necessary for the completion of the project. Examples would be:
 1. Purchase of specific fonts at the Client's request,
 2. Purchase of specific photography at the Client's request.
 3. Purchase of specific software at the Client's request.

Client Amends / Changes

1. The Designer prides himself in providing excellent customer service. To that end, we encourage input from the Client during the design process.
2. The Designer understands, however, that the Client may request significant design changes to

pages that have already built to the Client's specification. To that end, please note that our agreement does not include a provision for significant page modification or creation of additional pages in excess of our agreed page maximum. If significant page modification is requested after a page has been built to the Client's specification, we must count it as an additional page.

3. Some examples of significant page modification at the request of the Client include:
 1. Designing a new layout or layer structure to accommodate a substantial redesign at the Client's request.
 1. Recreating or significantly modifying the logo and or graphics at the Client's request.
 2. Replacing more than 75% of the text to any given page at the Client's request.
 3. Creating a new navigation structure or changing the graphics at the Client's request.
4. Clients who anticipate frequently changing the look during the design process and desire to be intricately involved design of each page are encouraged to negotiate an agreement which exceeds the page maximum. If significant page modification is requested by the Client after the page maximum has been reached a Change Request with estimated costs will be submitted for Client approval prior to changes being done.
5. Moderate changes, however, will always be covered during our design of the app.

Third Party or Client Page Modification

1. Some Clients will desire to independently edit or update their web pages after completion of the site.
2. Note however, the Designer is not responsible for any damage created by the Client or agent of the Client. Any repairs required will be assessed at an hourly rate of USD\$_____ [1 hour minimum charge].

Web Hosting

1. If The Client provides hosting: The Client agrees to select a web hosting service that allows full access to the project directory via FTP. The Client further understands that if the web hosting service's operating system is not a standards-compliant system, software may not work and providing a substitute may incur additional charges.
2. If The Designer provides hosting: The Designer will set up an account for The Client with a preferred, third-party hosting provider. Account maintenance and fees beyond the scope of the project will be the responsibility of The Client.

Search Engine Registration

1. The Designer will optimize the Client's project with appropriate titles, keywords, descriptions and text and thereafter submit the Client's project to each of the major search engines and directories. The Designer also offers advanced search engine optimization and site promotion services for an additional fee..
2. The Designer encourages all commercial Clients to obtain advanced Search Engine

Optimization and Site Promotion services.

Work Schedule and Completion Date

1. The Designer will submit a first mock-up draft of project no later than _____ (_____) working days after the Designer receives this signed agreement from the Client. Upon completion of this stage, the Client will be asked to confirm acceptance for the basic design via e-mail. Once this acceptance is received from the Client, the Client will provide all data needed to complete project, including text, company logo, and photos. Once this data is received, the work necessary to complete the project will continue.
2. Upon completion of the project, an e-mail or letter and invoice will be sent to the Client advising the Client that the work has been completed. The Client will review the website on the staging domain and supply written approval via email. After the contract has been paid in full, the site will then be uploaded to the Client's domain.

Maintenance Grace Period

1. This agreement includes minor project maintenance over a one-month period. This included updating links and making minor changes to a sentence or paragraph. It does not include removing nearly all the text from a page and replacing it with new text. If the Client or an agent other than the Designer attempts to update the Client's project, time to repair it will be assessed at the hourly rate of USD\$_____ and is not included as part of the updating time. The one-month maintenance period commences upon the date the site is uploaded to The Client's domain.
2. Changes requested by the Client beyond those limits will be billed at the hourly rate of USD\$_____. This rate shall also apply toward additional work authorized beyond the maximums specified above for such services as: general Internet orientation education, marketing consulting, web page design, editing, modifying product pages and databases in an online store, and art, photo, graphics services, and helping Clients learn how to use their own web page editor.

Extended Maintenance Contracts

1. Terms for Maintenance Contracts will use one of two methods.
 1. The Monthly "Flat Rate" Maintenance Contract, payable each month, allowing up to 2 hours of changes per month, including new pages and store product changes. The "Flat Rate" Agreement is payable each month, whether the time is used or not. Changes requested, which go beyond the 2 hour limit, are chargeable at the hourly rate of USD\$_____.
 2. The "As Needed" Maintenance Contract is a monthly chargeable agreement, higher than the "Flat Rate", but offering cost savings on projects with little to no changes. Charges incur when Client requests a change. 1 hour minimum charge.

Copyrights and Trademarks

1. The Client represents to the Designer and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to the Designer for inclusion in web pages are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend the Designer and its subcontractors from any claim or suit arising from the use of such elements furnished by the Client.

Assignment of Project

1. The Designer reserves the right to assign certain subcontractors to this project to insure the right fit for the job as well as on-time completion. The Designer warrants all work completed by subcontractors for this project. When subcontracting is required, the Designer will only use industry recognized professionals.

Warranties and Liability

1. The Client agrees that any material submitted for publication will not contain anything leading to an abusive or unethical use of the Web Hosting Service, the Host Server or the Designer.
 1. Abusive and unethical materials and uses include, but are not limited to: pornography, obscenity, nudity, violations of privacy, computer viruses, harassment, illegal activity, spamming, advocacy of illegal activity, and any infringement of privacy.
2. The Client hereby agrees to indemnify and hold harmless the Designer from any claim resulting from the Client's publication of material or use of those materials.
3. It is also understood that the Designer will not publish information over the Internet which may be used by another party to harm another. The Designer will also not develop a pornography or warez project for the Client. The Designer reserves the right to determine what is and is not pornography.
4. The Designer does not warrant the functions of the site will meet Client's expectations of site traffic or resulting business or that the operation of the web pages will be uninterrupted and / or error-free. The Designer will not be held responsible for occasional downtime of email or project due to line interruptions and/or other instances beyond the Designer's control.

Indemnification

1. The Client agrees that it shall defend, indemnify, save and hold the Designer harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees associated with the Designer's development of the Client's project. This includes liabilities asserted against the Designer, its subcontractors, its agents, its clients, servants, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by the Client, its agents, employee or assigns.
2. The Client also agrees to defend, indemnify and hold harmless the Designer against liabilities

arising out of any injury to person or property caused by any products or services sold or otherwise distributed over the Client's project. This includes infringing on the proprietary rights of a third party, copyright infringement, and delivering any defective product or misinformation which is detrimental to another person, organization, or business.

Rights Upon Termination of Agreement

1. The Designer shall transfer, assign and make available to the Client all property and materials in the Designer's possession or subject to the Designer's control that are the property of the Client, subject to payment in full of amounts due pursuant to this Agreement
2. The Designer also agrees to provide reasonable cooperation in arranging for the transfer or approval of third party's interest in all contracts, agreements and other arrangements with advertising media, suppliers, talent and others not then utilized, and all rights and claims thereto and therein, following appropriate release from the obligations therein.
3. In the event the Client terminates this contract by registered letter within 30 days, 50% of down payment will be refunded. Work completed shall be billed at the hourly rate of USD\$_____ and deducted from 50% of the down payment, the balance of which shall be returned to the Client. If, at the time of the request for refund, work has been completed beyond the amount covered by the initial payment, the Client shall be liable to pay for all work completed at the hourly rate. No portion of this initial payment will be refunded unless written application is made within 30 days of signing this contract.

Default

1. In the event of any default of any material obligation by or owed by a party pursuant to this agreement, the other party may provide written notice of such default and if such default is not cured within ten (10) days of the written notice, then the non-defaulting party may terminate this Agreement.

Notices

1. Any notice required by this agreement or given in connection with it shall be in writing and given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

Laws Affecting Electronic Commerce

1. From time to time governments enact laws and levy taxes and tariffs affecting Internet electronic commerce. the Client agrees that the Client is solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend the Designer and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the Client's exercise of Internet electronic commerce.

Ownership of Completed Works

1. Copyright to the finished assembled work of web pages and graphics produced by the Designer shall be vested with the Client upon final payment for the project.
 1. This ownership is to include: design, photos, graphics, source code, work-up files, and text.
2. Rights to photos, graphics, computer programs are specifically not transferred to the Client, and remain the property of their respective owners. The Designer and its subcontractors retain the right to display all designs as examples of their work in their respective portfolios.

Litigation

1. Any disputes arising from this contract will be litigated or arbitrated in _____, USA. This agreement shall be governed and construed in accordance with the laws of the _____, USA.

Payment of Fees

1. A minimum deposit of fifty percent (50%) is required to commence work.
 1. Fees to the Designer are due and payable on the following schedule:
 1. 50% upon signing of contract
 2. 50% upon page completion, but prior to delivery / uploading.
 2. If the total amount of this contract is less than _____, the total amount shall be paid upon signing of contract and any additional costs incurred during development will be invoiced at the completion of the project.
2. Advertising the project to Web Search Engines and updating occur only after the final payment is made. All payments will be made in US dollars.
3. The Designer reserves the right to remove the project from viewing on the Internet until final payment is made. If a payment delay is anticipated, please contact the Designer immediately for an alternative arrangement. In case collection proves necessary, the Client agrees to pay all fees incurred by that process. This agreement becomes effective only when signed by the Designer. Regardless of the place of signing of this agreement, the Client agrees that for purposes of venue, this contract was entered into in _____, and any dispute will be litigated or arbitrated in _____.

Rush Processing

1. The agreed-upon completion date for this project is: three weeks (15 working days) from the date of received payment. The Client understand that should they require earlier completion, there will be a flat fee of _____ to be paid before completion. The earliest possible completion of this project is two weeks from the date of payment.

Sole Agreement

1. The agreement contained in this Design Contract constitutes the sole agreement between the Designer and the Client regarding this project. Any additional work not specified in this

contract must be authorized by a written change order. All prices specified will be honored for 30 days after both parties sign this contract. Continued services after that time will require a new agreement.

2. This agreement constitutes the entire understanding of the Designer and the Client. This agreement terminates and supersedes all prior understanding or agreements on the subject matter hereof. Any changes or modification thereto must be in writing and signed by both parties

Initial Payment and Refund Policy.

1. The total amount of this contract is _____
2. This agreement begins with an initial down payment of _____.

Undersigned hereby agree to the terms, conditions and stipulations of this agreement on behalf of his or her organization or business. This agreement constitutes the entire understanding of both parties. Any changes or modification thereto must be in writing and signed by both parties.

On behalf of the Client (authorized signature):

