



# A NERD'S WORLD

## WEBSITE CONTRACT

**THIS GENERAL SERVICE AGREEMENT (The "Agreement")**

Dated this \_\_\_\_ day of \_\_\_\_ 2018

**BETWEEN** CLIENT NAME : \_\_\_\_\_  
BUSINESS NAME : \_\_\_\_\_  
ADDRESS : \_\_\_\_\_  
CITY \_\_\_\_\_  
PROVINCE : \_\_\_\_\_  
POSTAL CODE : \_\_\_\_\_

**AND** ANW Inc., Acting under A NERD'S WORLD  
986 Bathurst Street, Toronto, Ontario  
(The "Service Provider")

At A Nerd's World, we pride ourselves in doing our best to meet defined goals and fulfill your design related needs, but it is necessary to ensure that a few simple things are outlined on paper should any unforeseen questions or issues arise. In this contract you won't find complicated legal terms or large passages of confusing text. We wish to maintain clarity and want you to know exactly what you are signing.

### AGREEMENT

I, \_\_\_\_\_, am hiring ANW Inc., acting under A Nerd's World (986 Bathurst St, Toronto, Ontario) to design and develop a website for the total estimated price of \$\_\_\_\_\_ and that will include a maximum amount of \_\_\_\_\_ hours of work. I acknowledge that the price I receive is based on an assessment of the information I have provided to A Nerd's World on the date of the contract and is only an estimate. I further acknowledge that if A Nerd's World determines additional work not documented in the attached Statement of Work is needed, the cost will be impacted. I will however have the opportunity to review and approve these changes prior to A Nerd's World moving forward.

### WHAT DO BOTH PARTIES AGREE TO DO ?

As our client, you have the power to enter into this contract on behalf of your company or organization.

You agree to provide us with everything necessary to complete the project including logo, text, images, link(s) to social media, hosting credentials and any other information we request as we need it, and in the format we require. We wish to avoid any delays. Deadlines work both ways and you as well will be bound by any dates/timelines that we set forth. You also agree to adhere to the payment schedule outlined in this agreement.

We have the experience and ability to perform the requested services and will carry out our work in a professional and timely manner. We cannot be held responsible for a missed website launch date or deadline if you've not provided all content and/or revisions on time.

# A NERD'S WORLD **WEBSITE CONTRACT**

## **TIMELINE** \_\_\_\_\_ (CLIENT INITIAL)

Our estimated time required to complete your website is 30-60 days. We will commence the work after we have received a signed contract and the non-refundable initial deposit of 50%. Please also keep in mind that we rely on you and your team to provide us with the necessary assets (including but not limited to website text, photos, social media, products, pricing, etc.), and approvals in order for us to work on your website, and to avoid impacting your website launch date.

## **ERROR REVIEW** \_\_\_\_\_ (CLIENT INITIAL)

We provide you with a 7 day window from the date of website migration to your hosting for error review. This does not include new website revisions, but errors that may have occurred during migration. It is your responsibility as the client to review your website during this time and point out any errors to be corrected. Any error that you find after the 7 days, will be charged our hourly rate of \$120.00.

## **MIGRATION OF WEBSITE** \_\_\_\_\_ (CLIENT INITIAL)

Once the project deliverables have been approved, we require full payment of your project's remaining balance before migrating your website onto your hosting. From the time the website is completed and ready for launch, you have a maximum of 30 days to provide us with your hosting and domain information. If that information is not provided, there's a possibility that the website will be removed from our server without notice. Extensions can be provided upon written request.

## **RECOMMENDED HOSTING** \_\_\_\_\_ (CLIENT INITIAL)

We recommend the following hosts (specific packages are outlined), to ensure that you have a smooth migration experience and ensure no additional billable time. As the client, you're responsible for the management and maintenance of your hosting and domain at all times. All hosting/domain packages must be paid annually to the hosting company of your choosing.

### GoDaddy

1. Shared Linux Plan - Ultimate
2. Business Hosting Prime, Premium or Enterprise
3. Virtual Private Server Linux Plan - Economy, Value, Deluxe or Ultimate

### Bluehost

1. Shared Hosting - Pro
2. VPS - Standard, Enhanced or Ultimate

## **BROWSER FUNCTIONALITY** \_\_\_\_\_ (CLIENT INITIAL)

All of our websites are tested for functionality on current Safari, Chrome, Firefox internet browsers. We do not guarantee that your website will look exactly the same on every screen, and may appear differently due to varying screen resolutions and aspect ratios.

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## STATEMENT OF WORK \_\_\_\_\_ (CLIENT INITIAL)

We've prepared the price quote (refer to page 1) based on everything that we have discussed, including any correspondence via email, in-person, or phone calls. The breakdown is outlined in the Statement of Work document which includes the scope of work, project objectives, tasks, deliverables, certain terms, conditions and requirements as well as payment of the project. We are only responsible for the items outlined in the Statement of Work. Items not included in the Statement of Work are not part of the project nor have they been included in the quoted cost.

## ADDITIONS \_\_\_\_\_ (CLIENT INITIAL)

Please review the Statement of Work and if you have any additional feature requests, changes in tasks, changes in deliverables or any scope modifications, beyond what was agreed and signed off on in the original Statement of Work, additional billable time will be incurred to you as the client at our hourly rate of \$120.

## REVISIONS \_\_\_\_\_ (CLIENT INTIAL)

The price estimate includes time for revisions, and that will not exceed 10% of the total budget of web development time mentioned on page 2. Should you request additional revisions beyond what is included, or that exceed the allocated time, you will receive an email notification from us requesting a confirmation that you wish to proceed with said revisions and agree that you will be billed at our hourly rate of \$120. After we have received your confirmation we will proceed.

## ALLOWANCES \_\_\_\_\_ (CLIENT INITIAL)

You're responsible for the cost of any outside paid assets. This is included but not limited to hosting, domains, SSL certificates, third party plugins, stock images, and premium fonts. In addition, we cannot be held liable for the functionality of third party plugin or software, recommended or otherwise.

## EXCLUSIVE DESIGN CREDIT \_\_\_\_\_ (CLIENT INITIAL)

We're proud of our work and reserve the right to apply the text "Designed by A Nerd's World" on your website. Should you wish to remove the credit, a fee of \$250 applies. Removal of our name does not mean surrendering our design credit to any other party. Without our expressed consent, you agree that "Designed by A Nerd's World" will be visibly displayed on your site acknowledging design credit.

## PAYMENT SCHEDULE \_\_\_\_\_ (CLIENT INITIAL)

Like a parking ticket, this agreement is non-transferable and non-refundable. The initial deposit does not constitute a credit, and therefore cannot be used toward our other services. You are accountable for the full balance of your contract whether you decide to complete website or not.

# A NERD'S WORLD **WEBSITE CONTRACT**

**LIABILITY** \_\_\_\_\_ (CLIENT INITIAL)

A Nerd's World will do everything possible to build you an amazing website, but we accept no liability for your sales, revenue, and/or the success of your website/business directly, indirectly, or consequentially.

**This contract is a legally binding document, and cannot be renewed. If for some reason one part of this contract becomes invalid or unenforceable, the remaining parts of it remain in place.**

**YOU**  
**SIGNATURE** \_\_\_\_\_  
**COMPANY** \_\_\_\_\_  
**DATE** \_\_\_\_\_

**US**  
**SIGNATURE** \_\_\_\_\_  
**COMPANY** \_\_\_\_\_  
**DATE** \_\_\_\_\_