

Web Design Proposal and Contract

Contact Name _____ Company / Client _____

Address _____

City _____ State _____ Zip Code _____ Country _____

Email Address _____

Present URL (if any) _____

Phone _____ Fax _____

1. Authorization. The above-named client is engaging the Developer, as an independent contractor for the specific project of developing and/or improving a World Wide website to be installed on the client's web space on a web hosting service's computer. The client hereby authorizes the Developer to access this account, and authorizes the web hosting service to provide the Developer with "write permission" for the client's web page directory, cgi-bin directory, and any other directories or programs which need to be accessed for this project. The client also authorizes the Developer to publicize their completed website to Web search engines, as well as other Web directories and indexes.

2. Maintenance and Hourly Rate. This agreement includes minor web page maintenance to regular web pages (not store product pages) over a six-month period, including 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 Developer attempts updating the client's pages, time to repair web pages will be assessed at the hourly rate, and is not included as part of the updating time. The six-month maintenance period commences upon the date the client signs this contract.

3. Changes. The Client shall be responsible for making additional payments for changes in original assignment requested by the Client. However, no additional payment shall be made for changes required to conform to the original assignment description. Client input during the design process is critical. The Developer understands, however, that Clients may unknowingly request significant changes to pages that have already been built to the Client's specifications. Please note that this agreement does not include a provision for "significant page modifications" or creation of additional pages in excess of our agreed maximum. If significant page modification is requested after a page has been built to the Client's specification, it must be counted as an additional page. Some examples of significant page modifications may include, but are not limited to:

- Developing a new table or layer structure to accommodate a substantial redesign
- Replacing more than fifty percent of the text or images on any given page.
- Creating a new navigation structure or changing link graphics.

4. Changes to Submitted Text. Please send us your final text. Time required to make substantive changes to client-submitted text after the web pages have been constructed will be additional, billed at an hourly rate.

5. Web Hosting, Merchant Accounts, SSL Certificates, & Shopping Carts. The client understands that any web hosting services require a separate contract with a web hosting service. The client agrees to select a web hosting service which allows the Developer full access to the website and a cgi-bin directory via FTP. The client further understands that if the web hosting service's operating system is not a Unix system, standard CGI software may not work, and providing a substitute may incur additional charges. The client likewise understands that any merchant account services require a separate contract with a merchant account provider. Prices for Merchant Accounts, SSL Certificates, and shopping cart development and set up are not reflected in this contract. If required, these will be provided in an addendum.

6. Completion Date. The Developer and the client must work together to complete the website in a timely manner. The developer agrees to work expeditiously to complete the website no later than [deadline date].

If the client does not supply the Developer complete text and graphics content all web pages contracted for within six weeks of the date this contract was signed, the entire amount of the contract becomes due and payable. If the client has not submitted complete text and graphics content within two months after signing of this contract, an additional continuation fee of 10% of the total contract price will also be assessed each month until the website is advertised. If the project is not complete by the completion date due to circumstances beyond the developer's control or due to the lack of submission of required material by the client, the contract becomes due and payable by the agreed completion date.

7. Progress Reports. The Developer shall contact or meet with the Client on a mutually acceptable schedule to report all tasks completed, problems encountered, and recommended changes relating to the development and testing of the Web site. The Developer shall inform the Client promptly by telephone upon the discovery of any event or problem that may delay the development of the work significantly.

8. Testing and Acceptance Procedure. The Developer will make every good-faith effort to test the project thoroughly and make all necessary corrections as a result of such testing prior to handing over the project to the Client. Upon receipt of the project, the Client shall either accept the project and make the final payment set forth herein or provide the Developer with written notice of any corrections to be made and a suggested date for completion, which should be mutually acceptable to both the Developer and the Client.

9. Assignment of Project. The Developer reserves the right to assign subcontractors to this project to insure the right fit for the job as well as on-time completion.

10. Developer's Guarantee for Program Use. The Developer guarantees to notify the Client of any licensing and/or permissions required for art generating/driving programs to be used.

11. Confidential Information. The Developer, its employees and subcontractors agree that, except as directed by the Client, they will not at any time during or after the term of this Agreement disclose any Confidential Information to any person whatsoever. Likewise, the Client agrees that he/she will not convey any Confidential Information obtained about the Developer to any other party for any reason.

12. Return of Source Information. Upon the Client's acceptance of the Final Version, or upon the cancellation of the project, the Developer shall provide the client with all copies and originals of the source materials.

13. Legal Stuff. The Developer does not warrant that the functions contained in these web pages or the Internet website will meet the client's requirements or that the operation of the web pages will be uninterrupted or error-free. The entire risk as to the quality and performance of the web pages and website is with client. In no event will the Developer be liable to the client or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate these web pages or website, even if the Developer has been advised of the possibility of such damages. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

14. Copyrights and Trademarks. The client represents to the Developer and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to the Developer 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 Developer and its subcontractors from any claim or suit arising from the use of such elements furnished by the client.

15. Laws Affecting Electronic Commerce . 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 Developer and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the client's exercise of Internet electronic commerce.

16. Copyright to web pages. Copyright to the final assembled work of web pages produced by the Developer is owned by the Developer. Upon final payment of this contract, the client is assigned rights to use as a website the design, graphics, and text contained in the finished assembled website. Rights to photos, graphics, source code, work-up files, and computer programs are specifically not transferred to the client, and remain the property of their respective owners. The Developer and its subcontractors retain the right to display graphics and other Web design elements as examples of their work in their respective portfolios, award competitions, and other self-promotional marketing collateral.

17. Design Credit. The Client agrees that the Developer may place a byline and text or graphic link at the bottom web pages constructed, establishing design and developing credit. And further understands and agrees that such byline and link are to remain until such time as the developer confirms that his design work is no longer in use on the site in question.

18. Warranty of Originality. The Developer warrants and represents that, to the best of his/her knowledge, the work assigned hereunder is original and has not been previously published, or that consent to use has been obtained on an unlimited basis; that all work or portions thereof obtained through the undersigned from third parties is original or, if previously published, that consent to use has been obtained on an unlimited basis; that the Developer has full authority to make this agreement; and that the work prepared by the Developer does not contain any scandalous, libelous, or unlawful matter. This warranty does not extend to any uses that the Client or others may make of the Developer's product that may infringe on the rights of others. Client expressly agrees that it will hold the developer harmless for all liability caused by the client's use of the developer's product to the extent such use infringes the rights of others.

19. Limitation of Liability. Client agrees that it shall not hold the Developer or his/her agents or employees liable for any incidental or consequential damages that arise from the Developer's failure to perform any aspect of the Project in a timely manner, regardless of whether such failure was caused by intentional or negligent acts or omissions of the Developer or a third party. Furthermore, the Developer disclaims all implied warranties, including the warranty of merchantability and fitness for a particular use.

19. Estimates. If this form is used for an estimate or assignment confirmation, the fees and expenses shown are minimum estimates only. Final fees and expenses shall be shown when invoice is rendered. The Client's approval shall be obtained for any increases in fees or expenses that exceed the original estimate by 10% or more.

20. Additional Expenses. The Client agrees to reimburse the developer for any necessary additional expenses necessary for the completion of the project, to include, but not limited to purchase of special fonts and stock photography.

21. Payment of fees. Payments must be made promptly. A 2% monthly service charge is payable on all overdue balances. The Developer reserves the right to remove web pages from viewing on the Internet until final payment is made.

22. Payment Schedule. Fees to the Developer are due and payable on the following schedule: 50% upon signing this contract, 50% when the web pages have been constructed according to the client's original written specifications. If the total amount of this contract is less than \$600, the total amount shall be paid upon signing this contract. In case the client has not secured Web space on a web hosting service by the time the web pages are completed, the web pages may be delivered to the client on a CD-ROM or attached to an e-mail message. Advertising the pages to Web search engines and updating occur only after the final payment is made. All payments will be made in US funds.

23. Default in Payment. The Client shall assume responsibility for all collection of legal fees necessitated by default in payment.

24. Cancellation. In the event of cancellation of this assignment, ownership of all copyrights and any original artwork shall be retained by the Developer, and a cancellation fee for work completed, based on the prorated portion of the next payment and expenses already incurred, shall be paid by the Client. If cancellation of the project occurs prior to the completion of the project, 60 percent of the original fee should be made payable to the Developer. If additional payment is due, this shall be payable within thirty days of the Client's notification to stop work.

25. Age. The Client, or authorized representative of the Client, certifies that he or she is at least 18 years of age and legally capable of entering into a legally binding contract in the State of Florida on behalf of the Client.

26. Sole Agreement. The agreement contained in this contract constitutes the sole agreement between the Developer and the client regarding this website. Any additional work not specified in

this contract must be authorized by a written change order. All prices specified in this contract will be honored for six (6) months after both parties sign this contract. Continued services after that time will require a new agreement.

27. Dispute Resolution. Any disputes arising out of this agreement shall be submitted to the final binding arbitration before a mutually agreed-upon arbitrator pursuant to the rules of the American Arbitration Association. The Arbitrator's award shall be final, and judgment may be entered in any court having jurisdiction thereof. The Client shall pay all arbitration and court costs, reasonable attorney's fees, and legal interest on any award of judgment in favor of the Developer. This agreement shall be governed and construed in accordance with the laws of the State of Florida.

28. Acceptance of Terms. The signature of both parties shall evidence acceptance of these terms.

The total amount of this contract is \$[Full Contract Amount].

This agreement begins with an initial payment of \$[Deposit Amount].

The undersigned agrees to the terms of this agreement on behalf of his or her organization or business.

On behalf of the client (authorized signature):

_____ Date _____

Printed First & Last Name of Client

On behalf of the Developer (authorized signature)

_____ Date _____

Printed First & Last Name of Developer