

Website Design Contract

Company Name _____

Client Name _____

Phone _____ Fax _____

Address _____

City _____ State _____ Zip _____ Country _____

Email Address _____

Present Website Address (if any) _____

Present Website Hosting Provider (if any) _____

User Name (if any) _____ Password (if any) _____

My desire is to delight the client. One way is to make clear our understandings and expectations with one another. These are the terms of our agreement together.

1) Authorization

The above named client is engaging Eric Watson, a sole proprietor, working under the name of Visibility Inherit, as an independent contractor, for the specific purpose of developing and/or improving his/her Website. Once the website is completed and all payments have been received, the website will be uploaded and installed at the client's hosting company of choice. The Client hereby authorizes Visibility Inherit to access this account and authorizes the Hosting Provider to provide Visibility Inherit 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.

2) Hosting Provider

The Client may secure a Hosting Provider independently, and is encouraged to do so as a way to help control Client costs. If however, the Client does not wish to do so, or is not an advanced user of the Internet, Visibility Inherit will be more than happy to secure a Hosting Provider on the Client's behalf for a nominal fee.

3) Domain Registration

The Client may secure a Domain Name (www.myname.com) independently and is encouraged to do so as a way to help control Client costs. If however, the Client does not wish to do so, or is not an advanced user of the Internet, Visibility Inherit will be more than happy to secure a Domain Name on the Client's behalf for a nominal fee. If the Client already has a Domain Name, Visibility Inherit will coordinate redirecting the address to the new host.

4) Project Schedule

Visibility Inherit and the Client must work together to complete the project in a timely manner. Much of this depends on receiving the appropriate images and text from the Client. Visibility Inherit agrees to work diligently to complete these projects in a professional and timely fashion.

5) Cross Browser Compatibility & Validation

Client's website will be built using HTML, CSS, & PHP, cleanly coded and documented, and will display correctly and identical in all modern browsers. This includes, but is not limited to, Internet Explorer (version 7, 8), Firefox, Safari, & Opera. Steps will be taken to ensure that it displays correctly in Internet Explorer 6, or if its functionality cannot be fully duplicated, the site will degrade gracefully. Also, all efforts will be taken to ensure that the Client's website passes the WC3's (World Wide Web Consortium) standards for HTML and CSS coding. Understand however, that fully validating code is not always a possibility depending upon the types of elements that the Client wishes to place on his/her website. Visibility Inherit will always make an informed recommendation – but in the end, the final decision lies in the hand of the Client.

6) Assignment of Web Design Project

Visibility Inherit reserves the right, and you hereby agree, to assign subcontractors to this Web Design Project to insure that the terms of this agreement are met as well as on-time completion.

7) Maintenance Agreements

Maintenance Agreements are negotiated on a Client by Client basis as each Client will have different needs. Visibility Inherit offers two kinds of maintenance agreements. **One:** the Client pays a fixed monthly rate for such things as changing price to an item, adding additional inventory, making moderate graphic changes, and coordinating delivery of the web site with the Hosting Provider. **Two:** the Client pays on an 'as needed' hourly basis.

8) Design Credit

Client agrees that Visibility Inherit may put a by-line on the bottom of their home page or web pages establishing design and development credit. Client also agrees that the web site created for the Client may be included in Visibility Inherit's portfolio.

9) Website Design Process & Work Flow

Once the initial deposit is received, Visibility Inherit will begin to build the Client's website. The initial design concepts will be based on the information you've provided in the "Website Creation Worksheet". This is where good communication between the Client and the Visibility Inherit pays off. At this stage in the design process, it is crucial that the client fully expresses their needs and wants in regards to the look, sound, & feel of his/her intended website and the message that they would like to convey to their clients. The more information, examples, and direction you give, the better I will be able to respond and fully replicate the look you are after.

Furthermore, it is extremely helpful if emails, phone calls, paper work, etc, are responded to and/or returned as soon as possible (from both parties) – this goes a long way in ensuring that the Client's website gets completed in a timely fashion. Upon completion of this stage, the Client will be asked to approve the basic website design via email or by signing a printed copy of the design. At which time, the second installment of payment is due. Once the Client is satisfied and approves the basic layout and design, templates will be built from the original layout, and content added. Content is to be supplied by the Client. The Client will be charged for any stock photos purchased for use in the site (stock photos will only purchased with Client's permission).

The Client will continually be updated regularly during the entirety of the web design project. I urge each Client I work with to stay actively involved in the web design process. Doing so will help ensure that the end resulting website will be something that we can "both" be proud of. When both parties are completely happy with the finished product the remaining and final payment is due. At which time the completed website files will be uploaded to the Client's preferred hosting provider and become live on the internet. Please note, that the website will not be released to the Client and/or uploaded to the Client's web hosting service provider until the final payment has been received.

10) Client Amends

I pride myself in providing excellent customer service. That is the spirit of our agreement and the spirit in which I chose to do business. Because of this, I encourage input from the Client during the design process. I urge Clients to feel free to express any changes or edits that they feel are necessary to better the design of their website. This is freely done during the initial design process,

before the Client has signed off on his/her chosen design layout. However, any major or significant changes requested after that time period, will carry along with them a renegotiated fee. I understand and encourage you as the “Client” to voice your opinion and request to make any and all changes that you feel is in the best interest of your website. However, “you” as the Client, must also understand that in doing so, this may mean a considerable amount of work for me to make any major changes to the layout and design of your website after the fact. With that said, please understand that I am more than happy to make any changes you see fit at whatever time in the designing process; just understand that you may be charged for these changes, depending on the scale and time that you chose to make them.

To recap, please note that our agreement does not include a provision for "significant page modification" after the Client has signed off on his/her chosen design layout. Some examples of significant page modification at the request of the Client include: developing a new structure to accommodate a substantial redesign at the Client's request, recreating or significantly modifying the company logo graphic at the Client's request, replacing more than 75% of the text to any given page at the Client's request, creating a new navigation structure or changing the link graphics at the Client's request, or significantly reconfiguring the Client's shopping cart with new product, shipping, or discount calculation if an e-commerce enabled site has been selected by the Client.

Clients who anticipate frequently changing the look of their site during the design process and Clients who desire to be intricately involved in the design of each page are encouraged to negotiate an agreement which will include the extra time needed for such detail. Please note however, that I have yet to find someone that is more intricate than myself. Moderate changes, however, will always be covered during the development of the site and also covered by three months of free maintenance and minor edits.

11) Standard Website Package Pricing

A “page” is defined as a single .html or .php document. Pop-up windows used to display pictures do not count towards page totals. Once a website package/size has been chosen, price agreed upon, and the “Website Design Contract” signed by both parties, any additional web pages added will be billed at a rate of \$75 per page and added towards the total cost of the web design project.

- 1 – 5 pages \$799
- 5 – 10 pages \$999
- 11 – 15 pages \$1,199
- 15 – 20 pages \$1,399
- 20 – 25 pages \$1,599
- 25 – 30 pages \$1,799

12) Standard Website Package Includes

- **Web Site Design** includes the design and development of chosen website package/size, built using HTML, CSS, & PHP.
- **Content Management System (CMS)** which gives you (the Client) the ability to safely and easily edit the content on his/her website (text and images) from the comfort and familiarity of a simple text editor. Implementation of this system must be decided upon in the early stages of the design process. The decision to implement is completely up to the Client.
- **E-mail/Phone Consultation** (all that is needed to get client up to speed)
- **Formatting /Integrating Words of Text** (supplied by the client via email or snail-mail)
- **Links To External/Internal Pages** (unlimited amount – within reason)
- **Formatting /Integrating Logo** (Logo to be supplied by client)
- **Formatting /Integrating Photos & Images** (supplied by client)
- **Feedback/Contact Form**
- **Email Set-up**
- **Map**
- **Installation** of finished Website with the client's web hosting service provider of choice.
- **Minor Updates & Changes** to existing web pages for three months post completion. (This does not include replacing nearly all the text from a page with new text, major page reconstruction, new pages, navigation structure changes, etc). Additional changes/updates past the three month period are billed at an hourly rate.

13) Elements Not Included in a Standard Website Package

The following elements and/or programming/coding languages are not included in a Standard Website Package, and therefore, are subject to their own pricing, depending upon the type, difficulty, and time needed to carry out. As such, each of the following elements listed below will need to be quoted separately, and on a case-by-case basis.

- **Logo Design**
- **Flash**
- **Audio/Video**
- **E-commerce**
- **Merchant Account**
- **Cold Fusion, ASP**
- **CGI / Perl**
- **Databases**

14) Payment Schedule/Fees

Fees to Visibility Inherit are due and payable on the following schedule: The initial payment of 33% of the total cost is due upon signing this contract and will signal the commencement of work on the Client's website. The second payment of 33% of the total cost is due upon Client's approval of his/her basic website layout and design. The final and remaining payment of 34% of the total cost is due upon the completion of the website. Please note, that the website will not be released to the Client and/or uploaded to the Client's web hosting service provider until the final payment has been received.

Payment shall be in cash or check, in U.S. dollars, and made **payable to Eric Watson**. Per our agreed upon price, the **total cost** of the Web Design & Development project is in the amount of \$_____. The **initial non-refundable 33%** deposit is in the amount of \$_____. The **second installment of 33%**, due upon Client's approval of his/her basic website design, is in the amount of \$_____. Once the Website is completed to our agreed upon specifications, the **final & remaining 34%** amount due will be \$_____.

15) Legal Stuff

Visibility Inherit 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 Design Project is with the Client. In no event will Eric Watson, business name he works under, Visibility Inherit, or his subcontractors, be liable to the Client or any third party for any damages, including, but not limited to, service interruptions caused by Acts of God, the Hosting Service or any other circumstances beyond our reasonable control, any lost profits, lost savings or other incidental, consequential, punitive, or special damages arising out of the operation of or inability to operate this Web Design Project, failure of any service provider, of any telecommunications carrier, of the internet backbone, of any internet servers, your or your site visitor's computer or internet software, even if Visibility Inherit has been advised of the possibility of such damages.

16) Copyrights and Trademarks

The Client unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Visibility Inherit for inclusion in the Web Design Project 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, indemnify, and defend Visibility Inherit and its subcontractors from any liability (including attorney's fees and court costs), including any claim or suit, threatened or actual, arising from the use of such elements furnished by the Client.

17) Arbitration

Any disputes in excess of \$1,000 (or the maximum limit for small claims court) arising out of this Agreement shall be submitted to binding arbitration before the Joint Ethics Committee or a mutually agreed upon Arbitrator suitor 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 or judgment in favor of Visibility Inherit.

18) Cancellation Policy

In the event that work is postponed or canceled at the request of the Client, Visibility Inherit retains the right to keep the initial, non-refundable, 33% deposit. In the event this amount is not sufficient to cover Visibility Inherit for time and expense already invested in the project, additional payment will be due. If canceled by Visibility Inherit, I agree to refund any payments you might have paid for work or services left incomplete.

19) Sole Agreement

The agreement contained in this "Website Design Contract" constitutes the sole agreement between Visibility Inherit and the Client regarding this Web Design Project. Any additional work not specified in this contract or any other amendment or modification to this contract must be authorized by a written change order and signed by both Client and Visibility Inherit. All prices specified in this contract will be honored for six months after both parties sign this contract. Continued services after that time will require a new agreement.

This agreement is set forth, and becomes legally binding once both parties have signed and dated below. The undersigned hereby agree to the terms, conditions, and stipulations of this agreement on behalf of his or her organization or business. Thank you for choosing Visibility Inherit, and I look forward to working with you!

On behalf of the Client

Signature _____ Date _____

On behalf of Visibility Inherit

Signature _____ Date _____