

## Contract for Website Design

Contact Name \_\_\_\_\_

Phone \_\_\_\_\_ Cell \_\_\_\_\_

Company/Client \_\_\_\_\_

Address Line 1 \_\_\_\_\_

Address Line 2 \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_ Country \_\_\_\_\_

E-mail address \_\_\_\_\_

WWW URL \_\_\_\_\_

Referred by (if any) \_\_\_\_\_

Our desire is to delight the client. One way is to make clear our understandings with each other. These are the terms of our agreement together:

**1. Authorization.** The above-named client is engaging T&S Web Design, L.L.C., mailing address PO Box 1478 Edmond OK 73083, 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 T&S Web Design to access this account, and authorizes the web hosting service to provide T&S Web Design with "write permission" for the client's webpage directory, cgi-bin directory, and any other directories or programs which need to be accessed for this project. The client also authorizes T&S Web Design to publicize their completed website to Web search engines, as well as other Web directories and indexes. The client will provide this access at the time of signing the contract, to T&S Web Design in the form of user name and password.

**2. Standard Website Package Elements.** (For Standard Website Packages Only) T&S Web Design includes the following elements in their Standard Website Packages:

E-mail/phone consultation (Up to 2 hours total general Internet orientation education and Web design consultation. Telephone long distance charges are in addition to package rates quoted. Additional education and consultation will be an additional charge to be determined at the time that more is requested.)

Words of text supplied by the client (300 words per page approximate maximum if not supplied via diskette, CD, or attached to an e-mail message. Web pages of more than 1,200 words of text may be subject to additional fees, especially if they require a great deal of formatting.)

Custom Graphics Package. Masthead graphic on first page (simple custom graphic incorporating company logo if applicable) if desired. Top-of-page graphic for all other pages in your website. Colorful lines and bullets, and colored and textured background.

Photos and other misc. graphic images supplied by client (suggested average of up to 2 per page in standard websites and "regular" online store pages, in addition to masthead and top-of-page graphic.). Also includes one picture gallery with up to 20 images with captions. Captions are to be supplied.

Up to \_\_\_\_\_ sets of revisions to the website prior to publishing. Each email with revision requests counts as one set of revisions. So please send all the revisions you can in each email. Additional revisions will result in additional charges. Revisions must be sent within 14 days of the date T&S Web Design sends the draft of the design. If revisions are not received within that period of time, the website is completed.

Installation of web pages on the client's web hosting service.

Minor updates and changes to existing web pages for four months, subject to the limits outlined below. Additional changes (if webmaster services are not being rendered) are subject to a surcharge in addition to the actual charges. If webmaster services are being rendered, the monthly webmaster fee will be applied to the actual charges. Actual charges will be determined at the time the changes are requested, prior to the changes being implemented. For online stores, the minor updates include only "regular" pages, not product pages or the ordering system pages.

E-mail response link on each webpage to any e-mail address the client designates.

If any element of the package requires a client decision, the client has 14 days from the time T&S Web Design sends written notification that the decision is required to respond to T&S Web Design. If the decision is not received by T&S Web Design within 14 days, the entire amount of the contract becomes due.

**3. Standard Website Packages.** The text and graphic content of the web pages will be supplied by the client. It is understood that total prices calculated below are likely to vary from the final amount due to different quantities of products, categories, photos, regular pages, etc. in the final site than agreed upon in the attached Initial Pricing Estimate. The content of the web pages will be supplied by the client. This website includes up to \_\_\_\_ web pages. In case the client desires additional standard web pages beyond the original number of pages specified above, the client agrees to pay T&S Web Design an additional fee to be determined before those additional pages are created. Where custom graphic work (beyond the scope of the "Custom Graphics Package" detailed above) is requested, pricing will be determined on a per-graphic basis prior to graphic work being performed. Additional services and prices of each are detailed on the attached estimate. The Client shall complete the Website Planning Worksheet which is attached to this Agreement as Exhibit "A" and return it to T&S Web Design.

**4. Online stores.** The text and graphic content of the web pages will be supplied by the client. It is understood that total prices calculated below are likely to vary from the final amount due to different quantities of products, categories, photos, regular pages, etc. in the final store. An estimate from T&S Web Design is attached to this document and governs the prices for this contract. We include e-mail/ phone consultation of up to 2 hours total general Internet orientation education, Web design consultation, and helping clients learn to use the store software. Telephone long distance charges are in addition to package rates quoted. (Additional education and consultation will be an additional charge to be determined at the time that more is requested.)

Product web pages, products, or photos added after the store is ready for advertising to the Web search engines will be an additional charge to be determined at the time that more is requested.

**5. Webmaster services.** This agreement includes minor webpage maintenance to regular web pages (not store product pages) over a four-month period, including updating links and making minor changes to a sentence or paragraph. T&S Web Design, in its sole and absolute discretion, shall determine whether a maintenance request is "minor." It does not include webmaster services such as removing nearly all the text from a page and replacing it with new text. If the client or an agent other than T&S Web Design attempts updating the client's pages, cost to repair web pages will be an additional charge to be determined at the time that the repair is requested and/or deemed necessary by T&S Web Design. This is not included as part of the webmaster services. The four-month maintenance period commences upon the date the client signs this contract.

If T&S Web Design is not the webmaster, changes requested by the client beyond those limits will be subject to a new contract. This new contract shall also govern additional work authorized beyond the maximums specified above for such services as general Internet orientation education, editing, modifying product pages and databases in an online store, and art, photo, and graphics services.

**6. 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 subject to additional charges if T&S Web Design is not the webmaster.

**7. Web Hosting.** 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 T&S Web Design full access to the website via FTP and telnet. The web hosting service should also feature a cgi-bin directory accessible via FTP and telnet if additional site design and development requested by client makes such a feature necessary. 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.

If requested, T&S Web Design can find a web hosting service on the client's behalf for an additional charge to be determined at the time that service is requested. The additional charge does not include fees or charges by the web hosting service.

**8. Completion Date.** T&S Web Design and the client must work together to complete the website in a timely manner. We agree to work expeditiously to complete the website no later than \_\_\_\_\_ . This date is an estimate which is subject to change but shall be the target date.

If the client does not supply T&S Web Design complete text and graphics content for 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.

**9. Payment of Fees.** Fees to T&S Web Design 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. Final payment will be due within \_\_\_\_ days of when Client returns the Website Approval form, attached hereto as Exhibit "B", to T&S Web Design.

If the total amount of this contract is less than \$300, 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 diskette, CD, 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.

**10. Use of Subcontractors.** T&S Web Design reserves the right to assign subcontractors to this project to insure the right fit for the job as well as on-time completion.

**11. Disclaimer.** T&S Web Design does not warrant that the functions contained in these web pages or the Internet website will meet the client's requirements outside of those specified in the Website Planning Worksheet 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. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE, LOST PROFITS, WHETHER OR NOT FORESEEABLE OR ALLEGED TO BE BASED ON BREACH OF WARRANTY, CONTRACT, NEGLIGENCE OR STRICT LIABILITY, ARISING UNDER THIS AGREEMENT, LOSS OF DATA, OR ANY PERFORMANCE UNDER THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN. THE MAXIMUM REMEDY AVAILABLE TO EITHER PARTY IS ANY AMOUNT PAID BY CLIENT HEREUNDER. T&S Web Design MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO ANY THIRD PARTY PRODUCTS, THIRD PARTY CONTENT OR ANY SOFTWARE, EQUIPMENT, OR HARDWARE OBTAINED FROM THIRD PARTIES.

**12. Indemnification.** Client shall indemnify and hold harmless T&S Web Design (and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees) from any and all claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees and all related costs and expenses) incurred by T&S Web Design as a result of any claim, judgment, or adjudication against T&S Web Design related to or arising from (a) any photographs, illustrations, graphics, audio clips, video clips, text, data or any other information, content, display, or material (whether written, graphic, sound, or otherwise) provided by client to T&S Web Design (the "Client Content"), or (b) a claim that T&S Web Design's use of the client's content infringes the intellectual property rights of a third party.

**13. Copyrights and Trademarks.** The client represents to T&S Web Design and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to T&S Web Design 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 T&S Web Design and its subcontractors from any claim or suit arising from the use of such elements furnished by the client.

**14. 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 T&S Web Design and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the client's exercise of Internet electronic commerce.

**15. Copyright to Web Pages.** Upon final payment of this contract, rights to the assembled work of web pages produced by T&S Web Design is transferred to the client for use on one web domain. Any work copyrighted by someone other than T&S Web Design (including but not limited to open-source software and stock images) remain the property of their respective owners. T&S Web Design and its subcontractors retain the right to display graphics and other Web design elements as examples of their work in their respective portfolios, and to re-use source material as needed for other projects.

**16. Late Fees.** For T&S Web Design to remain in business, payments must be made promptly. If an amount remains delinquent 30 days after its due date, an additional 5% penalty will be added for each month of delinquency. T&S Web Design reserves the right to remove web pages from viewing on the Internet until final payment is made. In case collection proves necessary, the client agrees to pay all fees incurred by that process. This agreement becomes effective only when signed by T&S Web Design. Regardless of the place of signing of this agreement, the client agrees that for purposes of venue and jurisdiction, this contract was entered into in Edmond, Oklahoma, and any dispute will be litigated or arbitrated in Oklahoma County, Oklahoma. Please pay on time.

**17. Legal Responsibility.** The client alone is responsible for the content of the website, including but not limited to any pictures, videos, text or merchandise. T&S Web Design is not responsible for any items that are found to be illegal in any way.

**18. Sole Agreement.** The agreement contained in this "Website Design Contract" constitutes the sole agreement between T&S Web Design 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 three (3) months after both parties sign this contract. Continued services after that time will require a new agreement.

**19. Amendment.** The parties agree that they may amend this Agreement only by a written agreement duly executed by persons authorized to execute agreements on behalf of the parties.

**20. Summary**

By initialing next to each statement below, the client indicates their understanding of each statement. The parties agree that the agreement contained in this "Website Design Contract" is only valid if the statements below are initialed by the client.

- \_\_\_\_\_ The 50% deposit for this contracted work is non-refundable.
- \_\_\_\_\_ The client must supply T&S Web Design complete text and graphics content for all web pages contracted for within six weeks of the date this contract was signed. If no materials are provided within the 6-week time frame, the entire amount of the contract becomes due and payable. The contract will continue to be honored provided the client provides materials within a 1-year time frame, after which the contract will be considered fulfilled.
- \_\_\_\_\_ T&S Web Design will check in with the client at the end of 14 days if no materials have been received. We commit to assist you in the receipt of the necessary materials within the 6-week time frame so we may begin work on your site.
- \_\_\_\_\_ If any element of the package requires a client decision, the client has 14 days from the time T&S Web Design sends written notification to respond. If a response is not received by T&S Web Design within 14 days, the balance of the contract becomes due.
- \_\_\_\_\_ Revisions must be sent within 14 days of the date T&S Web Design sends the draft of the design. If revisions are not received within that period of time, the website will be considered completed.
- \_\_\_\_\_ Additional services or products requested by the client that are not in the attached Initial Pricing Estimate require a signed Contract Addendum as well as 50% deposit for the additional service or product. If the total amount of the addendum is less than \$300, the total amount shall be due and payable upon signing the addendum.

**21. Initial Payment.**

The amount of this contract is \$ \_\_\_\_\_

The discounts applied to this contract total \$ \_\_\_\_\_

The total amount of this contract is \$ \_\_\_\_\_

This agreement begins with an initial payment of \$ \_\_\_\_\_

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 \_\_\_\_\_

On behalf of T&S Web Design (authorized signature)

\_\_\_\_\_ Date \_\_\_\_\_