

# Web Design Contract

Developer: Linda D. Brown  
216-225-0585 ~ linda@lindabrownonline.com

Client :

Client Name: \_\_\_\_\_

Client Representative: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Email address: \_\_\_\_\_

Current URL (if any): \_\_\_\_\_

username: \_\_\_\_\_ password: \_\_\_\_\_

## Terms of Agreement

Paragraph

1. Authorization
2. Domain and Hosting Service
3. Content
4. Completion Date
5. Post-Launch Additions
6. Cross Browser Compatibility
7. Payment Terms and Work Flow
8. Cancellation and Refund Policy
9. Client Amendments
10. Subcontractors
11. Maintenance
12. Additional Charges
13. Age
14. Indemnification
15. Ownership
16. Nondisclosure
17. Legal Issues
18. Entire Understanding

### **1. Authorization**

The above-named client (hereinafter referred to as "Client") is engaging Linda D. Brown (hereinafter referred to as "Developer") as an independent contractor for the specific purpose of developing and/or improving a World Wide Web site (herein-after referred to as "Web Design Project") to be published on the Client's account on an Internet Service Provider (ISP) or Web Presence Provider (WPP) (hereinafter referred to as "Hosting Service") or provided on CD at the Client's option.

### **2. Domain and Hosting Service**

Client is responsible for obtaining and registering their domain. The Client agrees to select a web hosting service which allows the Developer full access to the web site via FTP.

Developer may either secure a hosting account on behalf of the Client or the Client may secure Hosting Service independently or utilize other available hosting space (such as space provided by an ISP) at the Client's option. Hosting Service setup and maintenance are the responsibility of the Client, but may be directed by the Developer at the Developer's discretion. The price of Hosting Service is not included in the cost of the Web Design Project and the Developer is in no way responsible for any aspects of the Hosting Service not implicitly delegated to him.

### **3. Content**

The majority of text and other content will be provided by the Client. Developer may assist in the creation, editing, or adapting of text for the web accordingly. Excessive creation, editing, or adaptation by the Developer may result in extra fees, but only after a warning by the Developer.

The Client unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to the Developer for inclusion in the Web Design Project are owned by the Client, or the Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, indemnify and defend the Developer from any liability including any claim or suit, threatened or actual, arising from the use of such elements furnished by the Client.

### **4. Completion Date**

The Developer and Client must work together to complete the project in a timely manner. The Developer agrees to work expeditiously to complete the Web Design Project no later than 30-60 days after Client has submitted all necessary materials. Developer will not be responsible if target launch date cannot be met due to late submission of materials by Client.

### **5. Post-Launch Additions**

The addition of web pages, graphics, functionality, photos and any other content after the completion and launch of the website will require a separate proposal and contract.

### **6. Cross Browser Compatibility**

Designing a web site to work fully in multiple browsers (and browser versions) can require considerable, extra effort. Developer represents and warrants that the Web Design Project will work without major errors in Microsoft Internet Explorer 5 and up or Mozilla (and variants) 5 and up. While Developer will make reasonable efforts to design a fully-functional web site, the warranty does not cover AOL, text-based browsers or requested special effects Developer has advised against.

**7. Cost, Payment Terms & Work Flow**

Cost of development is \$50.00 per *printed* page. A minimum deposit of fifty percent (50%) of the anticipated page charges is required to commence work. Once the deposit is received by the Developer, basic design concepts will be discussed and samples will be placed online or on CD for the Client's viewing / approval. Communication is crucial to ensure that the final design suits the Client's tastes and needs. Upon completion of the basic design stage, the work necessary to complete the design will commence. The Client will be kept updated and is urged to continue to view updates and express their preferences, likes, and dislikes to the Developer.

The final Web Design Project will be published to the client's hosting service or delivered via diskette upon the receipt of full payment. Developer retains all copyrights and ownership of the Web Design Project until final payment is received.

Client shall indicate by his initials the proposed initial website pages to be developed for purposes of determining deposit required:

- |   |   |
|---|---|
| <input type="checkbox"/> Home Page (Required) | <input type="checkbox"/> FAQ's (Frequently Asked Questions) |
| <input type="checkbox"/> Company Profile      | <input type="checkbox"/> Contacts                           |
| <input type="checkbox"/> Services             | <input type="checkbox"/> Links                              |
| <input type="checkbox"/> Product List         | <input type="checkbox"/> Other _____                        |
| <input type="checkbox"/> Order Form           | <input type="checkbox"/> Other _____                        |
| <input type="checkbox"/> Customer Service     |   |

**8. Refund Policy**

If Client halts work and applies by registered letter for a refund within thirty days of date of contract, work completed shall be billed at the hourly rate of \$25.00 and deducted from the initial payment, the balance of which shall be paid back to Client. If, at the time of request for refund, work has been completed beyond the amount covered by the initial payment, Client shall be liable to pay for all work completed at the hourly rate stated above.

**9. Client Amendments**

Developer strives to provide excellent customer service. To that end, the Developer encourages input from the Client during the design process.

The Developer understands, however, that the Client may request significant design changes to pages that have already been built to the Client's specification. To that end, please note that this agreement does not include a provision for "significant page modification" or creation of additional pages in excess of the agreed maximum. If significant page modification is requested after a page has been built to the Client's specification, it is considered an additional page.

Client should also be aware that significant modification could delay the completion date, and requests for significant modifications before the completion date may incur additional charges. The Developer, however, will notify the Client via e-mail, telephone, postal mail, or in personal before this type of additional charges are incurred in order to gain the Client's approval or rejection of these charges.

**10. Subcontractors**

Developer reserves the right to assign subcontractors to the project in order to ensure the timely completion of the Web Design Project.

## 11. **Maintenance**

Support for bugs found or minor updates and changes made for a period of 30 days after the completion of the Web Design Project is included in the initial package. Upgrades, added features, design changes, et cetera not in the initial contract are not included. Minor updates and changes are defined as 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. Maintenance of the website after the first 30 days is available at the hourly rate of \$25.00 or by separate maintenance agreement.

If the Client or any agent other than the Developer attempts to update the Client's pages during this first 30 days, time to repair the web pages will be assessed at the hourly rate of \$30 for HTML and \$45 for programming and is not included as part of the modification time.

## 12. **Additional Charges**

Client agrees to reimburse the Developer for any critical Client-related expenses necessary for completion of the project. Examples include, but are not limited to:

- purchase of specific fonts at the Client's request
- purchase of specific photography at the Client's request
- purchase of specific software at the Client's request
- purchase of specific scripts at the Client's request

Client will be notified if a situation arises that would indicate a need for such expenditures and be allowed the opportunity to accept or reject them beforehand.

## 13. **Age**

Authorized representative of the Client certifies that he or she is at least 18 years of age and legally capable of entering into a contract in the State of Ohio on behalf of the Client.

## 14. **Indemnification**

Client agrees that it shall defend, indemnify, save and hold the Developer harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees associated with the Developer's work on the Client's web site. This includes liabilities asserted against the Developer, 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, employees, or assigns.

Client also agrees to defend, indemnify and hold harmless the Developer 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 web site. This includes infringing on the proprietary right of a third party, copyright infringement, and delivering of any defective product or misinformation which is detrimental to another person, organization, or business.

## 15. **Ownership**

Copyright to the finished assembled work of web pages produced by the Developer and graphics shall be vested with the Client upon final payment for the Web Design Project. The ownership is to include design, photos, graphics, source code, work-up files, text, and any programs specifically designed or purchased on behalf of the client.

Client agrees that the web site created for the Client may be included in the Developer's portfolio. Developer may include a small textual or graphical credit anywhere in the Web Design Project at the Developer's option.

**16. Nondisclosure**

Developer agrees that, except as directed by the Client, it 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 it will not convey any confidential information obtained about the Developer to another party.

**17. Legal Issues.**

The Developer does not guarantee that the functions contained in the web pages or the web site will meet the Client's requirements or that the operation of the web site will be uninterrupted or error-free. The entire risk as to the quality and performance of the web site and pages therein is with the client. In no event will the Developer be liable to Client or any third party for damages, including lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate this web site and any other web pages, even if the Developer has been advised of the possibilities 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.

**18. Entire Understanding**

The contract and Appendices (if any) attached thereto constitute the sole agreement between the Developer and the Client regarding this project. It becomes effective only when signed by both parties.

Both parties warrant that they have read and understand the terms set forth in this agreement. Both parties ascertain that they will make a good faith effort to abide by the terms set forth herein.

This agreement shall be governed and construed in accordance with the laws of the State of Ohio. In the event that any specific portion of this contract is deemed legally unenforceable, the remaining portion of this contract is still considered valid to the maximum extent allowable by Ohio State law.

Client Printed Name:

Date:

\_\_\_\_\_

\_\_\_\_\_

Client Signature:

\_\_\_\_\_

Client Company:

\_\_\_\_\_

Developer:

Date:

\_\_\_\_\_

\_\_\_\_\_

Linda D. Brown  
216-225-0585  
linda@lindabrownonline.com