

Website Design Contract

Used in conjunction with the **Website Planning Worksheet** which should also be printed out by the client.

Contact Name _____

Phone _____

Company/Client _____

Address _____

City _____

E-mail address _____

Present WWW URL (if any): _____

Username _____ Password _____

Our desire is to delight our clients. This contract is to the clarify our expectations and responsibilities. These are the terms of our agreement

1. Authorization. The above-named client is engaging Mason Web Design LLC (MWD), located at 1021 Cherokee Drive, Mason, Ohio 45040, as an independent contractor for the specific project of developing a world wide website to be installed on the client's web space on a web hosting service's computer. If an existing WWW URL account is present, the client hereby authorizes MWD to access this account, and any other directories or programs which need to be accessed for this project.

2. Custom Web Pages. The content of the webpages will be supplied by the client and executed as specified by the client in the "Website Planning Worksheet". Where custom graphic work (beyond the scope of the Custom Web Sites such as flash, and animations) is requested, it will be billed at the hourly rate specified below.

Personal Web Sites: Cost of first page is \$320, each additional page costs can be as low as \$40.

Business Web Sites: Cost for first page \$ 480, each additional page costs can be as low as \$60.

3. Fixed one time costs. A \$100 fee is added to all contracts that cover, consultation of up to 2 hours total, installation of web pages on hosting service, submitting site to search engines, minor webpage maintenance over a two week 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, or changing images.

4. Maintenance and Hourly Rate. If the client or an agent other than MWD attempts updating the client's pages, time to repair webpages will be assessed at the hourly rate, and is not included as part of the updating time. The two week maintenance period commences upon the date the site is uploaded.

Changes requested by the client beyond those limits listed above will be billed at the hourly rate of \$30.00. This rate shall also govern additional work authorized for such services as general Internet orientation education, webpage design, editing, photo, graphics services, and helping clients learn how to use their own webpage editor.

5. Changes to Submitted Text. Please send us your **final text** if it differs from the content of the current website. Time required to make substantive changes to client-submitted text after the webpages have been constructed will be additional, billed at the hourly rate.

6. 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 MWD full access to the website.

7. Completion Date. MWD and the client must work together to complete the website in a timely manner. We agree to work expeditiously to complete the website. Client and MWD will agree on delivery time and date.

8. Payment. Payment to MWD is due and payable on the following schedule: 50% upon signing of contract, 30% upon completion of a functioning and workable design, 20% when the webpages have been uploaded. If the total amount of this contract is less than or equal to \$500, the total amount shall be paid in full upon signing this contract. The client will continue to secure Web space on their current web hosting service. If the client does not secure Web space on a hosting service by the time the webpages are completed, the webpages may be delivered to the client on CD or attached to an e-mail message. All payments will be made in US funds.

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

10. Legal Stuff. MWD does not warrant that the web hosting service will meet the client's requirements or that the operation of the webpages will be uninterrupted or

error-free. In no event will MWD 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 web hosting service.

11. Copyrights and Trademarks. The client unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to MWD for inclusion in webpages 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 MWD and its subcontractors from any claim or suit arising from the use of such elements furnished by the client.

12. Copyright to Webpages. Copyright to the finished assembled work of webpages produced by MWD is owned by MWD, unless a predesigned site was chosen. 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 source code, are specifically not transferred to the client, and remain the property of their respective owners. MWD and its subcontractors retain the right to display graphics and other Web design elements as examples of their work in their respective portfolios.

13. Search Engines. MWD will provide submittal to search engines through normal channels. Please note that the results of the submittal can take several months before a site is searchable.

14. CGI, Custom Graphics, and Flash: Are not included in a standard page. Cost of development is additional.

15. Google: Business oriented programs offered by Google or similar companies are not included in a standard page. Cost of development is additional.

16. Sole Agreement. The agreement contained in this "Website Design Contract" constitutes the sole agreement between MWD 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.

17. Initial Payment and Refund Policy.

This agreement begins with an initial payment of \$_____

This agreement begins with the signing of this contract. If the client halts work and applies by registered letter for a refund within 15 days, to Mason Web Design LLC, 1021 Cherokee Drive, Mason, OH 45040, phone (513) 398-0080, work completed shall be billed at the hourly rate stated above.

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 Mason Web Design LLC (authorized signature)

_____ Date _____

Website Content Worksheet

You'll find it's a considerable amount of work to prepare your company's materials for the Web pages we will construct for you. Think of us as your company's graphic designers. You supply the raw materials and we assemble them onto graphically pleasing, easy-to-read Web pages.

In our Predesigned Web Site Packages we include everything the average small business or personal site needs for Web pages. But be sure to see the limits of what is included in our packages; we charge extra for services required beyond our Predesigned packages.

Text

- You must set up a **separate Word processor file** for each Web page. Use this worksheet to indicate which file names correspond to which Web pages.
- **We prefer Microsoft Word**, though we can convert a wide variety of file types.
- Please do not send us a draft of your text. **Send us your final version**. While we expect to make minor changes here and there after the Web pages are prepared, we charge extra to format and insert brand new text.

Graphics

- The quality appearance of your Web site has a lot to do based on the photos or graphics you choose for your Web pages. Clipart can be used, but tends to make the pages look amateurish. Photos are probably best.
- You may **send graphics to us in either digitized form or hard copy photos** which we will scan.
- If you choose to prepare **captions** for each photo. You may **affix a Post It Note** to the photo to indicate its caption and which Web page it goes on.
- If you need us to prepare **specialized graphic**, please explain clearly, and perhaps include a sketch. We charge for such items on an hourly basis.

Please include this Web Page Content Worksheet with the materials you send to Mason Web Design LLC. Feel free to use your own form if that is more convenient.

Below list desired website pages, provide if page contains text and graphics

Content Description	File Name for Text	Photos or Graphics If none state "None"
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