



## Website Design Contract

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

Phone \_\_\_\_\_ FAX \_\_\_\_\_

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

Address \_\_\_\_\_  
\_\_\_\_\_

City \_\_\_\_\_ County \_\_\_\_\_ Postcode \_\_\_\_\_

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

Present WWW URL (if any):  
\_\_\_\_\_

My desire is to delight my 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 Adwebtiser Web Design, a sole proprietor, located at 300 Bradford Road, Batley, WF17 5PW as an independent contractor for the specific project of developing and/or improving a website to be installed on the client's web space on a web hosting service's computer. The client hereby authorizes Adwebtiser to access this account, and authorizes the web hosting service to provide Adwebtiser 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 Adwebtiser to publicize their completed website to Web search engines, as well as other Web directories and indexes.

**2. Content Mangaged Website Package Elements.** Adwebtiser includes the following elements in her Standard Website Packages:

- **E-mail/phone consultation** (Up to 2 hours total general Internet orientation education, marketing strategy, Web design consultation, and helping clients learn to use their own webpage editor. Telephone long distance charges are in addition to package rates quoted. Additional education and consultation is at our hourly rate of £45.00 per hour.)
- **Words of text** supplied by the client (200 words per page approximate maximum if not supplied via disk or CD. 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.)
- **Secure password protected administration area** from which to manage your data, Create pages on your site in real time, Organise your pages through categories, Edit, remove pages/categories as you go.
- **Custom Graphics Package.** Masthead graphic on first page (simple custom graphic incorporating company logo). 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 (up to an average of 1.3 included per page in standard websites and "regular" online store pages, in addition to masthead and top-of-page graphic. Color originals larger than 5" x 8" are extra).
- **Installation** of web pages on the client's web hosting service.
- **Minor updates and changes** to existing web pages for six months, subject to the limits outlined below. Additional changes billed at hourly rate. For online stores, this includes only "regular" pages, not product pages or the ordering system pages.
- **Site publicity** to at least a dozen major Web search engines, such as Yahoo, AltaVista, InfoSeek, WebCrawler, Lycos, HotBot, Google, etc.
- **E-mail response link** on each webpage to any e-mail address the client designates.
- **Feedback or guest book form** (Basic CGI program included. Includes up to 20 fields. Extra charges may be incurred if the client's web hosting service does not use a Unix operating system. Not included in the package price for sites smaller than 6 pages. This is not included in online stores, since the shopping cart software is a functional equivalent.)
- **Image Map** for internal navigation (Not included in the package price for sites smaller than 6 pages.)

**3. Standard Website Packages only.** 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 Adwebtiser an additional £50.00 for each additional webpage. Graphics or photos beyond the allowed average of 1.3 per webpage shall be billed at an additional £45.00 each. Where custom graphic work (beyond the scope of the "Custom Graphics Package" detailed above) is requested, it will be billed at the hourly rate specified below. The store size and additional services, and prices of each are detailed on the attached estimate.

**4. 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 Adwebtiser full access to the website and a CGI-bin directory via FTP and telnet. 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.

**5. Ecommerce sites only.** (Cross out this section for Standard Website Packages.) The text and graphic content of the web pages will be supplied by the client and executed as specified by the client in the "webpage Planning Worksheet" dated \_\_\_\_\_ and the Store Planning Worksheet dated \_\_\_\_\_. 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 Adwebtiser dated \_\_\_\_\_ is attached to this document and governs the prices for this contract. Notwithstanding any prices listed in literature or on web pages, the client and Adwebtiser agree that the services described above in this section shall be completed for £\_\_\_\_\_ and upon this amount the first payment shall be determined. The final payment shall reflect and include all elements actually completed at the prices attached.

I include e-mail/phone consultation of up to 2 hours total general Internet orientation education, marketing strategy, 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 is at our hourly rate.)

Product web pages, products, or photos added after the store is ready for advertising to the Web search engines will be calculated for actual time spent at the hourly rate specified below.

**6. Maintenance and Hourly Rate.** This agreement includes minor webpage 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 including removing nearly all the text from a page and replacing it with new text. If the client or an agent other than Adwebtiser 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.

Changes requested by the client beyond those limits will be billed at the hourly rate of **£45.00**. This rate shall also govern additional work authorized beyond the maximums specified above for such services as general Internet orientation education, marketing consulting, webpage design, editing, modifying product pages and databases in an online store, and art, photo, graphics services, and helping clients learn how to use their own webpage editor. CGI programming charges (if any) are not included in this rate.

**7. 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 the hourly rate.

**8. Quotes and project timelines.** Please be aware that projects are subject to change based on the actual development, planning, and requirements of the service provided. While we will certainly make every effort to do so, we make no guarantees that we will meet every budget or timeline that we propose. If a situation arises where additional time is required or the proposed budget is exceeded by more than 10%, we will present you with a new estimate prior to commencement of additional work.

**9. Completion Date.** Adwebtiser and the client must work together to complete the website in a timely manner. Website layouts will be submitted for comments and review by \_\_\_\_\_. We agree to work expeditiously to *complete* the website no later than \_\_\_\_\_.

If the client does not supply Adwebtiser 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.

**10. Fees.** Fees to Adwebtiser 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 £150, the total amount shall be paid upon signing this contract. **Please note:** final bill will be issued upon completion of Adwebtiser's work - **OR** - if we have completed our development and are awaiting final changes from the client for more than 14 days, the final payment will be due and issued. The final changes the client requires will still be included in the final invoice/bill amount, but can be completed at the clients leisure (up to 6 months). Larger projects (Over £350.00) will be divided into an initial payment, progress payments and final payment. If your website is going to be hosted elsewhere from Adwebtiser Web Design, final payment must be made after you have approved the completed site and prior to Adwebtiser loading your new site online to your hosting ISP. We will host your site at an address on our servers until final payment is made. 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 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 UK funds. Payment is accepted in the form of cash, Online Banking or check All payments should be made payable to "Hoda Shirzad" at the following address:

300 Bradford Road  
Batley, WF17 5PW

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

**12. Legal Stuff.** Adwebtiser 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 Adwebtiser 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 Adwebtiser 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.

**13. Copyrights and Trademarks.** The client represents to Adwebtiser and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Adwebtiser 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 Adwebtiser and its subcontractors from any claim or suit arising from the use of such elements furnished by the client. The copyright of the design of your site that Adwebtiser creates remains our design copyright. You can use this site for the business or purpose we create it for and move it to any other server and modify the code in any way you like. You cannot, however, use our design for other sites by either on-selling the design or copying our code for another site external to the purpose we created the site for (copying the website for another business you own for example) - unless this is previously agreed in writing. Our design notice must appear on the home page of your site. You can choose the position and font color (so long as it is legible). If you wish to purchase full design copyright of the site, you can, but this is not included in our regular site development fees.

**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 Adwebtiser 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.** Copyright to the finished assembled work of web pages produced by Adwebtiser is owned by Adwebtiser. 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. Adwebtiser retains the right to display graphics and other Web design elements as examples of her work in their respective portfolios.

**16. Payment of Fees.** In order for Adwebtiser to remain in business, payments must be made promptly. Delinquent bills will be assessed a £15 charge if payment is not received within 10 days of the due date. If an amount remains delinquent 30 days after its due date, an additional 5% penalty will be added for each month of delinquency. Adwebtiser 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. In the event that the website is not completed by the date above due to pages/content to be added in addition to the contract herein or any other reason other than fault of designer, a "progress payment" shall be made to Adwebtiser in the amount of ¼ of the total contract bi-monthly until the website is completed. This agreement becomes effective only when signed by Adwebtiser. Regardless of the place of signing of this agreement, the client agrees that for purposes of venue, this contract was entered into in West Yorkshire, UK, and any dispute will be litigated or arbitrated in West Yorkshire, UK. Please pay on time.

**17. Sole Agreement.** The agreement contained in this "Website Design Contract" constitutes the sole agreement between Adwebtiser 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.

**18. Initial Payment and Refund Policy.**

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

This agreement begins with an initial payment of \_\_\_\_\_ (*Re ceived*\_\_\_\_\_). If the client halts work and applies by registered letter for a refund within 15 days, to Adwebtiser Web Design, 300 Bradford Road, Batley, WF17 5PW, phone (01924) 420-712, work completed shall be billed at the hourly rate stated above, and deducted from the initial payment, the balance of which shall be returned to the client. If, at the time of the request for refund, work has been completed beyond the amount covered by the initial payment, the client shall be liable to pay for all work completed at the hourly rate stated above. No portion of this initial payment will be refunded unless written application is made within 15 days of signing this contract.

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 \_\_\_\_\_

Adwebtiser (authorized signature)

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

Last updated December 1, 2009