

# Web Design Contract

## Starter Class Option

One static web page

This agreement dated \_\_\_\_\_, is made by and between \_\_\_\_\_, whose Registered address is \_\_\_\_\_ referred to as "Client", and Robert Serfass, whose registered address is 1157 Gaskill Rd. Owego, NY 13827, referred to as "Company."

### Web Design Services

The Client hereby employs the Company to perform the following services in accordance with the terms and conditions set forth in this agreement as described below.

<u>Step</u>	<u>Item</u>	<u>Price (\$)</u>
1	Initial design session with clients. Register domain name and establish space for website with Inmotionhosting.	100.00 + tax
2	Second design session with clients. Corrections of chosen design concept are made and the final design is placed on development server for testing. Note: This step may be repeated more than once if requested by the client.	Free
3	Final acceptance. Client sends e-mail stating acceptance of the production web site. The date on the e-mail is the acceptance date. This initiates the maintenance service in step 4.	\$30.00 + tax
4	The following are yearly tasks and costs to be performed automatically each year until the client informs the company that the services are no longer required. This maintenance fee covers the following tasks.  Register domain name for client automatically each year Server maintenance tasks performed as needed Customer requested Web page updates made to existing web pages E-mail account maintenance FTP account maintenance Backups performed every 24 to 36 hours Generation of monthly demographic reports Submit web site for search engine indexing  The above price for step 4 includes maintenance for one (1) calendar year from the date of production (Established in step 3) and includes minor updates such as corrections to existing pages. An e-mail notification will be sent to the client prior to the maintenance fee due date.  Additional pages, functionality and interactivity enhancements are not considered maintenance work and will be priced separately upon request.  Additional static pages start at \$83.00 per page. Any number of additional Add-On Static Pages can be added to your web site. \$5.00 plus tax per year will be added to the standard maintenance contract for each additional Add-On page.  A request for tasks performed in step 4 to be terminated must be done by e-mail 60 days prior to the required cancellation date.  All fees subject to state taxes	\$80.00/year + tax
	Total	\$210.00 + tax

## **Web Design Contract**

The design includes one main landing (home) page. The page is an information type page and is static in nature. Static pages can include text, graphics, links to other pages or web sites, forms for gathering customer information and pictures.

Additional secondary interactive information pages and options can be priced upon request and include the use of Flash/Shockwave and/or multimedia presentations.

The Company's normal time and materials rate for work outside of the scope of the project is \$25.00/hour billed in ½ hour increments.

### **Maintenance Services**

The above price includes maintenance for one (1) calendar year from the date of production and includes minor updates such as corrections to existing pages. Additional pages, functionality and interactivity enhancements are not considered maintenance work and will be priced separately upon request.

### **Terms of Agreement**

This agreement will begin upon acceptance and will end upon production launch of chosen design. At that point, the Maintenance Services portion of this contract will become effective. Either party may cancel this agreement on sixty (60) days notice to the other party in writing, by certified mail or e-mail.

### **Cancellation**

The Client may cancel this web design agreement on sixty (60) days written notice to Company in writing, by certified mail or e-mail. The Client is not entitled to any refund of monies paid and all intellectual property developed up to the time of cancellation shall be delivered to the Client within sixty (60) days of cancellation.

### **Payment to Company**

Initial payment will be step 1 costs in the table above. Final payment will be the sum of steps 3 and 4 in the table above. Maintenance costs to be paid annually until client cancels the contract.

### **Intellectual Property**

The Client retains all ownership of materials developed by Company for use in the web site described herein. The Client warrants that it owns or shall obtain the rights at its own cost of any intellectual property provided to Company for use in the web site design. Furthermore, the Client indemnifies and holds harmless the Company from using any Client-provided materials in the web site design. The Company warrants that any commercially purchased intellectual property used in the web site design shall be royalty-free and all rights shall be assigned to the Client.

# Web Design Contract

## Independent Contractor

Both the Client and the Company agree that the Company will act as an independent contractor in the performance of its duties under this contract. Accordingly, the Company shall collect from the Client all sales taxes such as State and local taxes arising out of the Company's activities in accordance with this contract

## Confidential Information

The Company agrees that any information received by the Company during any furtherance of the Company's obligations in accordance with this contract, which concerns the personal, financial or other affairs of the Client will be treated by the Company in full confidence and will not be revealed to any other persons, firms or organizations.

## Employment of Others

The Client may from time to time request that the Company arrange for the services of others. All costs to the Company for those services will be paid by the Client but in no event shall the Company employ others without the prior authorization of the Client.

## Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

This Agreement contains the entire understanding of the parties and may not be amended without the specific written consent of both parties. Any notice given under this Agreement shall be sufficient if it is in writing and if sent by certified or registered mail or e-mail.

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Customer (Signature)

x  
\_\_\_\_\_  
Company (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title