



1354 Chebon Ct. Apopka, FL 32712 (407) 889-4906 gdufner@cfl.rr.com

CONTRACT FOR WEB DESIGNER

Company/Client:

Phone: (###)###-####

FAX: (###)###-####

Address:

City: State: Zip: #####-#### Country: USA

☒ Email Address: _____

Terms of Agreement

1. Authorization

The above named Client is engaging Gary Dufner, located at 1354 Chebon Court, Apopka, FL 32712 as an independent contractor for the specific purpose of designing a World Wide Web site to be installed and hosted on the Client's web space located on an Internet Service Provider's (ISP) server.

Hereafter, the client will be know as "Client" , the person submitting content to the Web Designer will be known as the "Author" and Gary Dufner will be known as the "Web Designer"

The Client will establish a separate contract with an Internet Service Provider for hosting, or the Web Designer will establish one for the Client for the amount indicated on the attached agreed upon proposal based upon the Host Provider's relative costs. The Client hereby authorizes the Web Designer to access this account, and authorizes the Host Provider to provide the Web Designer with "write permission" for the Client web page directory, cgi-bin directory, and any other directories or programs which need to be accessed for this project.

2. Domain Registration

The Web Designer will secure a domain name (www.yourname.com) for the Client at the Client's request. All charges incurred in doing so will be billed to the Client as an addition to the base price contemplated by the attached agreed upon proposal. These fees are solely based on the competitive pricing of certified Domain Name Providers and are not part of any source of income for the Web Designer.

If the Client already has a domain name, the Web Designer will coordinate redirecting the address to the new host.

3. Training

The Web Designer will provide e-mail and telephone assistance to the Client regarding management of the Client's web site throughout the development of the site and for free no more than one month after completion of the web site. Thereafter, additional support will be negotiated through maintenance plans.

Furthermore, should the Client choose to take over maintenance of the web site, it is highly recommended, but not legally binding, to obtain training from the Web Designer at \$30/hr.

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4. Text

The Client should supply final text unless otherwise specified. Web pages of more than 1,200 words of text may be subject to additional fees for increased formatting time. Grammar and spelling errors are not included in this agreement. An additional charge of \$15 per page will be instated if this is required. It is preferred that text be supplied via diskette. If the Client needs the Web Designer to supply the text, this will be to an additional cost of \$15 per page. Should the clients text be handwritten and require transcription, an additional charge of \$25 per page will be instated, which includes spelling and grammar.

5. Links

This agreement contemplates up to an average of 12 external or relative links per page and an email response link on each web page to any email address the Client designates. This agreement also contemplates making any link the Client desires "pop up" in a new window (JavaScript)if requested at the specific dimensions and configuration specified by the Author.

6. Cross Browser Compatibility

This agreement contemplates the creation of a web site viewable by both Netscape 4.7 and Microsoft Internet Explorer 5.0. Compatibility is defined herein as all critical elements of each page being viewable in both browsers. Client is aware that some techniques on the Internet, however, may require a more recent browser version and brand or plug-in. Client is also aware that as new browser versions of IE and Netscape are developed, the new browser version may not be backward compatible.

In the absence of a Maintenance Agreement, time spent to redesign a site for compatibility due to the introduction of a new browser version will be separately negotiated and in addition to the base price of this agreement.

7. Graphic Creation/ Banner Advertisements

It is anticipated that the Web Designer will capture or receive from the Client all the graphic elements necessary to complete the Client's web site. Client may submit images on photo CD or other formats. This includes the company logo, supplementary images, animated graphics and banner advertisements. This may also include photography or scanning services. This contract does not consider, however, the creation of more than 1 banner advertisement. If the client requires additional graphic elements, these will be provided for an additional fee as stated on the attached proposal.

The creation by the Web Designer of company logos for the client is outlined in the attached proposal for an additional fee. The Client will, upon full payment for services, own the designs created by the Web Designer and have full permissions to use said designs for other advertisements, business cards, brochures, and company publications.

8. Scanning

This agreement contemplates scanning up to 10 images for the client. It is considered that this will accommodate the needs of most clients. If more than 10 images need to be scanned, the charge for each will be \$5 after the 10-image allowance has been reached. Discounts are available for volume scanning services.

9. Audio/Video

This agreement does not contemplate using Audio or Video on the Client's site. Streamed Media is negotiated directly with the Host Provider based on their services and capabilities and may be at an additional cost to the Client. The Client understands that any charges necessary to secure these services are not covered by this agreement.

If chosen, only Computer Ready Audio Linking (in MP3 or WAV format) will be utilized. A total of one (1) is free with each page. Additional audio/video links will be assessed a \$5 per link fee. Audio File

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Conversion will be assessed at \$25.00 per hour/ minimum of one hour's labor. Computer Ready Video linking (in MPEG format) is free with one (1) page and assessed a fee of \$5 per each additional page. It is highly discouraged to embed Audio/Video files, and is recommended that files be linked vs. embedding due to the slowdown of page loading.

10. Merchant Account

If the Client's Web Site requires the ability to accept credit cards, the Client will need a Merchant Account. The Client understands that any charges necessary to secure the Merchant Account are not covered by this agreement.

11. Payment Terms/ Work Flow

A minimum deposit of fifty percent (50%) and site content (logos, images and text) are required to commence work. A content development kit will be given to the client as a tool to help focus the direction of the Web Site project.

Once the Web Designer obtains the retainer of 50%, site design concepts will be shown for the Client's viewing and approval. Communication between the Web Designer and the Client is crucial during this phase to ensure that the ultimate publication will match the Client's taste and needs. Upon completion of this stage, the Client will be asked to confirm acceptance for the basic site design via e-mail or by signing a printed copy of the design. Once this acceptance is received from the Client, the work necessary to complete the project will begin.

Upon completion of the Web Site, an e-mail or letter and invoice will be sent to the client advising the Client that the work has been completed. Final payment of the remaining 50% balance plus any additional charges incurred will be due within 10 (10) business days after delivery of this e-mail or letter and invoice. If the ten (10) day minimum is not met, an additional charge of 10% is due. If payment is not made within thirty (30) days of notification, simple interest will accrue on the balance owed at a rate of 18% from the date the 10% penalty was levied.

Web Designer reserves the right to remove all web content from the Internet if payment is not made within thirty (30) days after delivery of the notice of completion. If a payment delay is anticipated, please contact the Web Designer or Account Manager to discuss potential problems in advance. If problems are anticipated in advance, alternate accommodations may be arranged at the discretion of the Web Designer or Account Manager.

12. Client Amends

The Web Designer understands, however, that Client may request significant design change to pages that have already been built to the Client's specification. To that end, please note that our agreement does not include a provision for "significant page modification", "re-design of site" or creation of additional pages in excess of our agreed ____-page maximum. If significant page modification is requested after a page has been built to the Authors Specification, Web Designer must count such a request as an additional page. Some examples:

- Developing a new table or layer structure to accommodate a substantial redesign at the Client's request.
- Replacing more than 75% of the text to any given page at the Client's request.
- Creating a new navigation structure or changing the link graphics at the Author's request.

13. Maintenance Agreement

Maintenance Agreements are negotiated on a Client-by-Client basis, as each Client will have differing needs and Web Site size/complexity.

Web Designer offers two kinds of maintenance agreements. In one, the Client pays a fixed monthly rate for such things as changing price to any item, adding additional inventory, making moderate

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graphic changes, and coordinating delivery of the web site with the Host Provider. In the other agreement, the Client pays on an "as needed" hourly basis.

14. Third Party or Client Page Modification

Some Clients will desire to independently edit or update their web pages after completion of the site as a way to control costs and avoid the expense of a Maintenance Agreement. This is always an option for Clients of the Web Designer.

Note however, that if this option is selected and the Client or an agent of the Client other than the Web Designer attempts to update the Web Site and damages the design or impairs the ability for the web pages to display or function properly, time to repair the web pages will be assessed at an hourly rate of \$50. There is a one-hour minimum, and all work will be based on the original Web Site design. In this regard, Clients are encouraged to obtain a Maintenance Agreement or maintain their own backup of their Web Site.

15. Backups

The Web Designer will burn one copy of the Client's Web Site onto a CD at the client's request upon completion of the site. Web Designer prefers ZIP disks as a more reliable and long-term backup due to the inconsistency of CD backups over time. ZIP disks are at a cost of \$20. Additional copies of the CD are at a cost of \$10.00 each.

16. Search Engine Friendly Meta-Tags

In order for search engines to successfully categorize a Web Site, meta-tags (which are keywords, phrases descriptions, and a title specific to the content of the site) are incorporated into each page of the Web Site.

The Web Designer will provide the Client with tools to develop keywords for search engine friendly meta-tags, and will incorporate said content into the Client's Web Site. However, should the Client require the Web Designer to develop the content for and perform the research necessary to write strong meta-tags, time will be assessed at \$25 an hour with a minimum of four (4) hours work. The Web Designer will then optimize the Client's Web Site with appropriate titles, keywords, descriptions and text.

17. Search Engine Registration

The Web Designer will submit the Client's Web Site to each of the major search engines and directories which are Yahoo, Google, MSN, AltaVista, and Lycos for an additional cost of \$25. Additional registrations are at the cost of \$5 per registration. After registration, it may take between 3 to 6 months for a search engine to recognize Client's Web Site. Furthermore, the Client understands that successful categorization within the first two pages of a search is extremely unpredictable. Success is based on the strength of the meta-tags, amount of time a site has been running, marketing techniques, and the ability of a site to match its competition.

18. Additional Expenses

Client agrees to reimburse Web Designer for any critical Client requested expenses necessary for the completion of the project. Examples:

- Purchase of specific software
- Search engine submission fees, if required
- Pay Per Click registration & activation fees

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19. Copyright and Trademarks

The Client represents to the Web Designer and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished by the Web Site for inclusion in the Client's Web Site 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 the Web Designer from any claim or suit arising from the use of such elements furnished by the Client.

20. Age

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

21. Limited Liability

Author agrees that any material submitted for publication will not contain anything leading to an abusive or unethical use of the Web Hosting Service, the Host Server or the Web Designer. Abusive and unethical materials and uses include, but are not limited to violations or infringement of privacy, computer viruses, harassment, any illegal activity, spamming, and/or advocacy of an illegal activity.

Client hereby agrees to indemnify and hold harmless the Web Designer from any claim resulting from the Client's publication of material or use of those materials.

It is also understood that the Web Designer will not publish information over the Internet which may be used by another party to harm another individual, organization, group, or company. The Web Designer reserves the right to determine what is and is not appropriate or unethical.

22. Ownership to Web Pages and Graphics

Copyright to the finished assembled work of web pages produced by the Web Designer and graphics shall be vested with the Client upon final payment for the project. This ownership is to include design, photos, graphics, source code, work-up files, text, any program(s) specifically designed or purchased on behalf of the Client for completion of this project.

23. Design Credit

Client agrees that the Web Designer may put a byline on the bottom of their index.html, default.html, or other web pages establishing design and development credit. Client also agrees that the Web Site created for the Client may be included in the Web Designer's portfolio.

24. Completion Date

The Web Designer and the Client must work together to complete the web site in a timely manner for both parties to remain profitable.

We agree to work diligently to complete this project no later than _____.

25. Cancellation

A certified letter must be received by the Web Designer for cancellation of the project at the request of the Client. In the event that work is postponed or canceled at the request of the Client by registered letter, the Web Designer shall have the right to retain the original 50% deposit. In the event that this amount is not sufficient to cover the Web Designer for time (\$50 per hour) and expenses already invested in the project, additional payment will be due. If additional payment is due, this will be billed to the client within 10 days of notification

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26. Entire Understanding

This contract and any Appendices attached thereto constitute the sole agreement between the Web Designer and the Client regarding this project. It becomes effective only when signed by both parties. It is the spirit of this agreement that this will be a mutually beneficial arrangement for the Client and the Web Designer.

Both parties warrant that they have read and understand the terms set forth in this agreement.

This agreement shall be governed and construed in accordance with the laws of the state for Florida.

On behalf of the Client _____
(Printed name)

Signature Date

On behalf of the Web Designer _____
(Printed name)

Signature Date