

# 44OZ DESIGN – WEBSITE DESIGN CONTRACT

This contract with all signatures, dates, and content all belong to 44oz Design / 44oz Productions. If found please contact us at 480.570.2813/ PO Box 2954, Chandler, AZ 85244

## Contact Information

(Date) \_\_\_\_\_ 20\_\_\_\_  
(Name Printed) \_\_\_\_\_ (Signed) \_\_\_\_\_  
(Company/Client) \_\_\_\_\_  
(Address) \_\_\_\_\_ (Unit) \_\_\_\_\_  
(City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip Code) \_\_\_\_\_  
(E-Mail Address) \_\_\_\_\_  
(Present WWW URL -if any) \_\_\_\_\_

## Forward

*In order to ensure good communication and a delightful experience, here are the terms of your contract with 44oz Design:*

### 1. Authorization.

The above-named client is engaging 44oz Design, a sole proprietor, located at PO Box 2954, Chandler, Arizona 85244. As an independent contractor. 44oz Design will develop and/or improving a World Wide website to be installed on the client's web space on a web hosting service's computer. The client hereby authorizes 44oz Design to access this account, and authorizes the web hosting service to provide 44oz Design 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 44oz Design to publicize their completed website to Web search engines, as well as other Web directories and indexes.

### 2. Standard Website Package Elements.

(For Standard Website Packages Only. Cross out for online stores.)

44oz Design includes the following elements in the Standard Website Package:

- **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.
- **Words of text** - Supplied by the client (100 words per page approximate maximum if not supplied via diskette. Web pages of more than 1,200 words of text may be subject to additional fees, especially if they require an extreme amount of formatting.)
- **Links** - To external pages, up to 3 per page.
- **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 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** - Migration of web pages on the client's web hosting service.
- **Minor updates and changes** - To existing web pages for one year, 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.
- **Search Engine Submission** - Google is included. Additional Search engines such as Yahoo, Alta Vista, MSN, Windows Live and Bing are and additional \$9.99.
- **Google Analytics** - Are no longer included with basic web pages, however they can be installed and updates will be sent to you every month for an additional \$29.99 a year.
- **E-mail response link** - On each webpage to any e-mail address the client designates.
- **Feedback form** - Basic asp program included. Includes up to 10 fields. Not included in the package price for sites smaller than 3 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 3 pages.)

### 3. Standard Website Packages only.

(Cross out this section for online stores.)

The content of the web pages will be supplied by the client and executed as specified by the client in the "Website Planning Worksheet" dated \_\_\_\_\_. This website includes up to \_\_\_\_\_ web pages. In case the client



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desires additional standard web pages beyond the original number of pages specified above, the client agrees to pay 44oz Design an additional \$49.99 for each additional webpage. Graphics or photos beyond the allowed 3 per webpage shall be billed at an additional \$1.99 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. Online stores 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 44oz Design 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 44oz Design agree that the services described above in this section shall be completed for \$\_\_\_\_\_. The first payment is 50% of this amount. The final payment shall reflect and include all elements actually completed at the prices attached.

- 44oz Design includes e-mail/phone consultation of up to 2 hours total general Internet orientation education, marketing strategy, Web design consultation educating clients learn to use the store software. Telephone long distance charges will be added addition to package rates quoted. Additional education and consultation is at the 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.

#### 5. Maintenance and Hourly Rate.

This agreement includes minor webpage maintenance to regular web pages (not store product pages) over a one year period. This includes updating links and making minor changes to sentences or paragraphs for the one year period. If the client or an agent other than 44oz Design attempts to update the client's pages, time to repair web pages will be assessed at the hourly rate. The one year maintenance period commences upon the date the client signs this contract. The client is allotted minutes of free maintenance and updating a month. Rending is included in this time frame.

Changes requested by the client beyond those limits will be billed at the hourly rate of \$29.99. 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 and will be assessed at an additional rate of \$39.99 an hour.

#### 6. Changes to Submitted Text.

Time required to make substantive changes to client-submitted text after the web pages have been constructed will be additional and billed at the hourly rate if the time required to make the changes is longer than the free allotted time. Please send us your **finalized text**.

#### 7. Web Hosting.

The client understands that any web hosting service requires a separate contract with a web hosting service. The client agrees to select a web hosting service which allows 44oz Design 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 will be an additional charge. Additional charge will be determined on an individual basis. There is also an additional fee when not using 44oz Design hosting service, or personal Godaddy.com hosting.

#### 8. Completion Date.

44oz Design and the client must work together to complete the website in a timely manner. The client agrees to work expeditiously with 44oz Design to complete the website no later than \_\_\_\_\_.

#### 9. Failed Completion Date

If the client does not supply 44oz Design complete text and graphics content for all web pages contracted within four 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 this contract, an additional continuation fee of 10% of the total contract price will also be assessed each month until the website is advertised.



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## 10. Payment of Fees.

Fees to 44oz Design 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 \$200, the total amount shall be paid upon signing this contract. 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 will be stored on a secure device for up to 30 days free of charge. Advertising the pages to Web search engines and updating occur only after the final payment is made. All payments must be made in US funds.

## 11. Assignment of Project.

44oz Design reserves the right to assign subcontractors to this project to ensure the right fit for the job as well as on-time completion.

## 12. Copyrights and Trademarks

The client represents to 44oz Design and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to 44oz Design 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 44oz Design and its subcontractors from any claim or suit arising from the use of such elements furnished by the client.

## 13. Legal

44oz Design 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 44oz Design 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 44oz Design 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.

## 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 44oz Design 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 44oz Design is owned by 44oz Design. 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. 44oz Design and its subcontractors retain the right to display graphics and other Web design elements as examples of their work in their respective portfolios.

## 16. Additional fees.

In order for 44oz Design 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 of the remaining balance will be added for each month of delinquency. 44oz Design 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. This agreement becomes effective only when signed by 44oz Design. Please pay on time.

## 17. Sole Agreement.

The agreement contained in this "Website Design Contract" constitutes the sole agreement between 44oz Design 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 one year after both parties sign this contract. Continued services after that time will require a new agreement.



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## 18. Initial Payment and Refund Policy.

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

This agreement begins with an initial payment of \$ \_\_\_\_\_. If the client halts work and applies by registered letter for a refund within 30 days, to the Owner of 44oz Design, PO Box 2954, Chandler, Arizona 85244, phone (480) 332-3176, work completed shall be billed at the hourly rate stated in this contract, 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. No portion of this initial payment will be refunded unless written application is made within 30 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 \_\_\_\_\_

On behalf of 44oz Design (authorized signature)

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

