

# WEB SITE DESIGN CONTRACT

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

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

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

Address \_\_\_\_\_

\_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_ Country \_\_\_\_\_

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

Present WWW URL (if any):

\_\_\_\_\_

Username \_\_\_\_\_ Password \_\_\_\_\_

Mother's Maiden Name (if they do not own a domain) \_\_\_\_\_

Our desire is to delight the 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 Donald White of MatrixStorm.Net, a sole proprietor, located at 1100 Magnolia Avenue, Oshkosh, Wisconsin 54902, as an independent contractor for the specific project of developing 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 MatrixStorm.Net to access this account, and authorizes the web hosting service to provide MatrixStorm.Net with "write permission" for the client's web page directory, cgi-bin directory, and any other directories or programs which need to be accessed for this project. The client also authorizes MatrixStorm.Net 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.) MatrixStorm.Net includes the following elements in their 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 web page 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 (200 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 a great deal of formatting.)

- **Links** to external pages, up to an average of 2.5 per page. (Except Links Page)
- **Custom Graphics Package.** 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 2 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, etc.
- **E-mail response link** on each web page 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.)

**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 Questionnaire Worksheet" dated \_\_\_\_\_. 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 MatrixStorm.Net an additional \$\_\_\_\_\_ for each additional web page. Graphics or photos beyond the allowed average of 1.3 per web page shall be billed at an additional \$\_\_\_\_\_ 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 "web page 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 MatrixStorm.Net 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 MatrixStorm.Net 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.

We 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.

**5. Maintenance and Hourly Rate.** This agreement includes minor web page 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 include removing nearly all the text from a page and replacing it with new text. If the client or an agent other than MatrixStorm.Net 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 \$ \_\_\_\_\_. This rate shall also govern additional work authorized beyond the maximums specified above for such services as general Internet orientation education, marketing consulting, web page 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 web page editor. CGI programming charges (if any) are not included in this rate.

**6. 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.

**7. 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 MatrixStorm.Net 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.

**8. Completion Date.** MatrixStorm.Net and the client must work together to complete the website in a timely manner. We agree to work expeditiously to complete the website no later than \_\_\_\_\_.

If the client does not supply MatrixStorm.Net 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.

**9. Payment of Fees.** Fees to MatrixStorm.Net 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. Advertising the

pages to Web search engines and updating occur only after the final payment is made. All payments will be made in US funds.

**10. Assignment of Project.** MatrixStorm.Net reserves the right to assign subcontractors to this project to insure the right fit for the job as well as on-time completion. (Although this is rarely an issue)

**11. Legal Stuff.** MatrixStorm.Net 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 MatrixStorm.Net 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 MatrixStorm.Net 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.

**12. Copyrights and Trademarks.** The client represents to MatrixStorm.Net and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to MatrixStorm.Net 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 MatrixStorm.Net and its subcontractors from any claim or suit arising from the use of such elements furnished by the client.

**13. 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 MatrixStorm.Net and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the client's exercise of Internet electronic commerce.

**14. Copyright to Web pages.** Copyright to the finished assembled work of web pages produced by MatrixStorm.Net is owned by MatrixStorm.Net. 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. MatrixStorm.Net and its subcontractors retain the right to display graphics and other Web design elements as examples of their work in their respective portfolios.

**15. Payment of fees.** In order for MatrixStorm.Net 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. MatrixStorm.Net 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 MatrixStorm.Net. Regardless of the place of signing of

this agreement, the client agrees that for purposes of venue, this contract was entered into in Winnebago County, Wisconsin, and any dispute will be litigated or arbitrated in Winnebago County, Wisconsin. Please pay on time.

**16. Sole Agreement.** The agreement contained in this "Website Design Contract" constitutes the sole agreement between MatrixStorm.Net 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 \$\_\_\_\_\_. If the client halts work and applies by registered letter for a refund within 7 days, to the Director of MatrixStorm.Net, 1100 Magnolia Ave., Oshkosh, Wisconsin, 54902, phone (920) 410-6323, 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 7 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 MatrixStorm.Net (authorized signature)

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