

Sawyer Creative Design: Deluxe Website Design Contract

Company Name _____

Contact Name _____

Phone _____ Fax _____

Address _____

City _____ State _____ ZIP _____

E-mail address _____

Current Websites (if any):

Domain Names to Register:

Our mission is to provide the most cost effective Web Design solution to our clients. To ensure we communicate effectively these are the terms of our agreement:

____ **1. Authorization.** The above-named client is engaging Sawyer Creative Design, to be referred to as "SCD" in this document, as an independent contractor for the specific project of developing an Internet website. The client hereby authorizes SCD to create a hosting account in SCD's name, on a server of SCD's choice, and authorizes SCD to update the client's Internet web pages using a Change Request Form submitted by the client. The client authorizes SCD to publicize their completed website to Web search engines, directories and indexes.

____ **2. Deluxe Website Package** includes the following services:

- **Consultation** – One (1) hour consultation regarding the client's desired content and design. Unlimited email questions from customer to SCD. Phone consultation can be made in lieu of in-person conversation.
- **Domain Name** – SCD will register a domain name of the client's choosing. This domain will be registered in the name of SCD, but will remain the property of the client.
- **Web pages** – Includes six (6) web pages designed to feature content provided by the client. Content of these pages may for example include a business profile with hours of operation, a photo gallery, and a contact form. Actual content and page theme's are determined by the client.
- **Web page changes** – After completion and final approval, clients must submit a "Change Request" form in order to schedule individual page changes. This contract includes fifteen (15) text only changes per year if the changes are delivered in electronic format. If the text changes are hard copy (paper copy) they will be limited to eight (8) per year. Additional text changes are available to purchase.
- **Site Creation** – Design will begin upon receipt of "Website Worksheet" and text for each web page from the client.
- **Custom Graphics** - Includes three (3) custom graphics to be used in the website's design.
- **Photography** – Two (2) hours of on site photography services will be included. Photography must be scheduled to take place within thirty (30) days of the date this document is signed. If photography services are not rendered within 30 days they will be forfeited. Travel to client site is free if within 30 miles of zip code 27278. More than 30 miles will be billed at \$.50/mile.

- **Photo Gallery** – If so chosen, one of your web pages can include a photo gallery with up to seventy-five (75) images and image descriptions.
- **Storage Space** – Up to one (1) GB (1000 megabytes) of “web space” to be used for the client’s pages, images, and documents.
- **Monthly Data Transfer** – Up to twenty (20) GB (20,000 MB) of “data transfer.” Data Transfer is calculated by the server based on the size of the images, pages, and documents downloaded. Client may be charge for additional data transfer use.
- **Email Address** – Unlimited email addresses are available with this package. Email addresses will look like “yourname@yourdomain.com.” You can customize them however you would like. You can check the email online, or use your favorite email program.
- **FTP Access** – We can arrange for you to have access to your web files via FTP access. This will allow you to upload documents, or other files for backup online. They can then be accessed remotely if you would like.
- **Site Statistics** – Site Statistics page installed. The statistics will compile visitor count, pages viewed, referrer location, and other relevant information.
- **Search Engine Optimization** – Web pages will include keywords, Meta tags, and information that will help draw traffic, and increase the rankings among web site search engines. Please note that while it is our intent to increase your ranking, we cannot guarantee a top ranking.
- **Site submission** – SCD will submit your webpage to four (4) major search engines of your choice. We recommend that at least one of them be Google. Please list the other search engines here _____.

Customer must supply the following:

- **Words of text** – The client must provide the text that is to be displayed on each page. Text submitted in electronic format (Word processor files, email, etc.) can be up to 10,000 words per page. Text submitted via hard copy (paper copy) is limited to 800 words per page.
- **Photos and other graphics supplied by client** – Images supplied by the client can be resized and placed on the website at no charge. Limit ten (10) images in addition to the images within the client's photo gallery if chosen. Images can be submitted for inclusion up to seven (7) days from the date this contract is signed.

____ **3. Completion Date.** SCD agrees to work expeditiously to complete the website no later than _____. This is contingent upon receipt of all requested material from the client.

____ **4. Payment of Fees.** Fees to SCD are due and payable on the following schedule: 50% deposit upon signing this contract, and 50% when the web pages have been completed according to the client's original written specifications. All payments will be made in US funds via company check (NC checks only), money order, or with a credit card through Paypal (www.paypal.com). Also, please note that checks must clear the bank before the website will be published.

____ **5. Legal.** SCD does not warrant that the operation of the website will be uninterrupted or error-free. In no event will SCD 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 the website. SCD guarantees a 99.9% uptime for all websites. The client must notify SCD immediately of any problems.

____ **6. Copyrights and Trademarks.** The client represents to SCD and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to SCD 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 SCD from any claim or suit arising from the use of such elements furnished by the client.

____ **7. 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 SCD and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the client's exercise of Internet electronic commerce.

____ **8. Copyright to Web pages.** Copyright to the finished assembled work of web pages produced by SCD is owned by SCD. 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 any photos, graphics, source code, work-up files, and computer programs are specifically not transferred to the client. This material is to remain the property of the respective owners, and is not to be used without written consent from these owners. SCD retains the right to display graphics and other Web design elements as examples of their work.

____ **9. Payment of fees.** Delinquent invoices 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. SCD 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 SCD. Regardless of the place of signing of this agreement, the client agrees that for purposes of venue, this contract was entered into in Orange County, North Carolina, and any dispute will be litigated or arbitrated in Orange County, North Carolina.

____ **10. Sole Agreement.** The agreement contained in this "Website Design Contract" constitutes the sole agreement between Sawyer Creative 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 (1) year after both parties sign this contract. Continued services after that time will require a new agreement.

____ **11. Initial Payment and Refund Policy.**

The total amount of this contract is \$ _____.

This agreement begins with an initial payment of \$ _____.

A Balance of \$ _____ will be due on or around _____ upon publication of the Client's Website.

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 Sawyer Creative Design (authorized signature)

_____ Date _____