



GetCreative Web Design

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Web Design Contract

Contact Name _____ Phone _____
Company/Client _____
Address _____
City _____ State _____ ZIP _____
E-mail address _____ Present URL _____

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 Elise M. Spontarelli of GetCreative Web Design 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 GetCreative Web Design to access this account, and authorizes the web hosting service to provide GetCreative Web 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 IF GetCreative Web Design and the client agree to use the existing web host. If the current web hosting service is deemed unfit then a new web hosting service will be selected. The client also authorizes GetCreative Web Design to publicize their completed website to Web search engines, as well as other Web directories and indexes.

2. Confidentiality Any proprietary information disclosed by either the client or GetCreative Web Design, to either the client or GetCreative Web Design, shall remain confidential. This will protect both parties in future business relations and ensures the privacy of both the client and GetCreative Web Design.

3. Website Elements GetCreative Web Design agrees to include the following elements in the Web Site Design:

- **E-mail/phone consultation** General Internet orientation education, marketing strategy, Web design consultation, and helping clients learn to use their own webpage editor.
- **Words of text** Supplied primarily by the client.
- **Links** to external pages, up to an average of 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 primarily by the client. Photos taken and edited by GetCreative Web Design will be billed at the agreed upon \$_____ per photo.
- **Installation** of webpages on an agreed upon third party web hosting service.
- **Minor updates and changes** to existing webpages for twelve months, subject to the limits outlined below. Up to twelve minor changes allowed per year before additional fees will be charged. Additional changes billed at hourly rate.
- **Site publicity** to major Web search engines, such as Google, Yahoo, etc.
- **E-mail response link** on each webpage to any e-mail address the client designates.

4. Standard Website Packages The content of the webpages will be supplied by the client. This website includes _____ webpages. In case the client desires additional standard webpages beyond the original number of pages specified above, the client agrees to pay GetCreative Web Design an additional \$_____ for each additional webpage. Where custom graphic work is requested, it will be billed at the hourly rate of \$_____ per hour.

5. Maintenance and Hourly Rate This agreement includes minor webpage maintenance to regular webpages, including updating links and making minor changes to a sentence or paragraph, up to 12 (twelve) times per year. It does not including removing nearly all the text from a page and replacing it with new text. If the client or an agent other than GetCreative Web Design attempts updating the client's pages, time to repair webpages will be assessed at the hourly rate, and is not included as part of the updating time.

Changes requested by the client beyond those limits will be billed at the hourly rate of \$15. 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.

6. Changes to Submitted Text Copy writing and/or editing will be billed at the agreed upon \$_____ per hour. Time required to make substantive changes to client-submitted text after the webpages 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 and GetCreative Web Design will agree on a web hosting service which allows GetCreative Web Design full access to the website and a cgi-bin directory via FTP and telnet. GetCreative Web Design will deal directly with the web hosting service and

then collect a monthly fee, which may be paid either monthly, annually or bi-annually, from the Client. The Domain name will remain the property of the Client and will be their financial responsibility.

8. Completion Date GetCreative Web Design 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 GetCreative Web Design complete text and graphics content at least one week before _____ then this completion date will be extended.

9. Payment of Fees The agreed upon fee for _____ is \$_____, plus the costs of Web Hosting at \$_____ per month. In case the client and GetCreative Web Design have not secured Web space on a web hosting service by the time the webpages are completed, the webpages may be delivered to the client on CD or attached to an e-mail message. The cost for additional services including _____ is \$_____.

10. Legal Stuff GetCreative Web Design does not warrant that the functions contained in these webpages or the Internet website will meet the client's requirements or that the operation of the webpages will be uninterrupted or error-free. The entire risk as to the quality and performance of the webpages and website is with client. In no event will GetCreative Web 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 webpages or website, even if GetCreative Web 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.

11. Severability If any one paragraph of this agreement is declared invalid in a court of law, the remainder of the agreement is still in effect.

12. Copyrights and Trademarks The client represents to GetCreative Web Design and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to GetCreative Web Design for inclusion in webpages 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 GetCreative Web Design from any claim or suit arising from the use of such elements furnished by the client.

13. Copyright to Webpages Copyright to the finished assembled work of webpages produced by GetCreative Web Design is owned by GetCreative Web 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. GetCreative Web Design retains the right to display graphics and other Web design elements as examples of their work in their respective portfolios.

14. Sole Agreement The agreement contained in this "Website Design Contract" constitutes the sole agreement between GetCreative Web 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.

15. Initial Payment and Refund Policy The total amount of this contract is \$_____ plus \$_____ per month. The undersigned agrees to the terms of this agreement on behalf of his or her organization or business.

On behalf of the client: _____ Date _____

On behalf of GetCreative Web Design: _____ Date _____