

Web Design Contract

Our intention is to clarify the relationship between the Consultant and Client. Simply, these are the terms of our agreement with each other:

Client:

Address:

City/ State/ Zip:

Phone:

E-Mail Address:

Present www URL (if any):

Internet Service Provider::

Username:

Password:

Authorization

The above named client (the "Client") is engaging the below named as an independent Consultant for the specific project of designing, creating and/or improving a Website.

Consultant:

Address:

Scope of Work

Consultant will advise Client about the design of Client's Web Site, and perform the following services to develop the site/s:

- Meetings: Describe number of in-person meetings
 - Total Hours:
- Design Drafts: Describe number and detail
 - Total Hours:
- Revisions: How many?
 - Total Hours:
- Text Editing and Proofing:
 - Total Hours:
- Custom Graphics Creation, Purchase or editing of graphics:
 - Total Hours:

- Final Product: How many pages, any programming, multimedia, forms?
 - Total Hours:

Payment of Fees

As compensation for the services to be performed by Consultant, **Client will pay Consultant \$_____.00 per hour.** Consultant will prepare detailed statements every monthly, showing the services performed for Client and the time spent. Client will pay for such time at the rate stated above within 15 days of invoice. Client will also reimburse Consultant for all out-of-pocket expenses reasonably incurred by Consultant in the performance of her work, subject to submission of expense reports according to Client's normal business practices. All payments will be made in US funds.

Initial Payment

This agreement begins with a pre-payment of \$_____.00, to be applied to work performed under this agreement at the rate stated above. If Client cancels the project or assigns the work to another person, any part of the pre-payment that has not been earned will be refunded to the Client.

Delegation

Consultant reserves the right to assign Sub-Consultants to this project to insure the right fit for the job as well as on-time completion.

Legal Stuff

No warranties either express or implied are provided, except as specifically set forth in this contract. In no event will Consultant be liable to the Client or any other 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 webpages or website, even if Consultant 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.

Copyright and Trademarks

The Client represents to Consultant and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Consultant for the inclusion in website are owned by the client, or that the client has permission for the rightful owner to use each of these elements, and will hold harmless, protect, and defend Consultant and his/her Sub-Consultants from any claim, suit penalty, tax, or tariff arising from the use of such elements furnished by the client.

Copyright to Web Pages

Copyright to the finished, assembled artwork produced by Consultant is owned by Consultant. Upon final payment of this contract, the client is assigned rights to use the design, graphics, and text produced by the Consultant. Rights to photos, graphics, work-up files, and computer programs are specifically not transferred to the client, and remain the property of their respective owners. Consultant and her Sub-Consultants retain the right to display graphics and other web-design elements as examples of their work in their respective portfolios.

Payment of Fees

Consultant counts on receiving payment on time. Delinquent bills will be assessed a \$15 charge if payment is not received within five (5) days of the due date, and Consultant may discontinue work until payment has been brought current. If an amount remains delinquent 30 days after its due date, an additional 5 % penalty will be added for each

month of delinquency. In case collection proves necessary, the prevailing party shall be entitled to an award of its attorneys' fees and costs of suit, along with all other relief to which it is found to be entitled.

Venue

This contract was entered into in Sacramento County, California and any dispute will be litigated or arbitrated in Sacramento County, California.

Sole Agreement

The agreement contained in this Web Design Contract constitutes the sole agreement between Consultant and the Client regarding this website and graphics design.

Not to Exceed

The total contract hours are not to exceed the total hours listed in the Scope of Work. A change in the scope and total cost of the project will require an amendment to this contract signed by both the client and consultant. Costs outside the hours worked, such as graphics purchasing and website hosting will be agreed upon outside of this agreement.

Work Description: Website Creation / Design

All work performed by : (consultant)

For: (client)

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 Consultant (authorized signature):

_____ Date _____