

Website Design Contract

iMprints Graphics, Martine Tureaud- Owner, Designer

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Please initial all yellow areas and sign contract before faxing back to us.

Website Design Contract: The terms/bid proposed in this contract will remain valid until _____.
Please save this contract and the email with this contract attached for proof of validity.

Contact Name _____ Phone _____

Company/Client _____ Address _____

E-mail address _____ Present www URL (domain, if any) _____

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 iMprints Graphics Plus (IGP), Martine Tureaud a sole proprietor, located at Lancaster CA, 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 IGP to access this account, and authorizes the web hosting service to provide IGP 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 IGP to publicize their completed website to Web search engines, as well as other Web directories and indexes. The client agrees to allow IGP to promote work completed by IGP by posting a thumbnail image and link to the client's site from IGP's own website.

2. Standard Website Package Elements. Standard Website Packages may not be suitable for online stores or electronic commerce sites. iMprints Graphics Plus includes the following elements in their Standard Website Packages:

- * E-mail/phone consultation: Up to 2 hours total general Internet orientation education and web design consultation. Additional education and consultation is at our hourly rate billed on the first of every month for the previous month's consultation time.
- * Words of text supplied by the client (200 words per page approximate maximum if not supplied electronically). NOTE: A single webpage of more than 750 words of text supplied by the client may be subject to additional fees, especially if they require a great deal of formatting. The client is welcome to create a longer page, but that is outside of the standard package definition of a single page and should be detailed before this contract is signed.
- * A standard website includes up to 5 pages, as well as a single Thank You Acknowledgement page (suggested for acknowledgement after all form submissions).
- * Custom Graphics Package: Masthead graphic on first page (simple incorporation of pre-designed company logo), Similar, top-of-page graphic for all other pages in your website, Colorful lines and bullets, and colored and/or textured background.
- * Photos and other misc. graphic web-ready images supplied by client , in addition to masthead and top-of-page graphic.
- * Installation of webpages on the client's web hosting service.
- * Minor updates and changes to existing webpages for three months, subject to the limits outlined below. Additional changes billed on the first of the month following the activity. This includes only "regular" pages, not product pages, ordering system pages, data bases, newsletters, or special pages or forms requiring encryption or security features.
- * Site publicity to at least two major Web search engines: Yahoo, Google, unless specified otherwise.
- * E-mail response link on each webpage to any e-mail address the client designates.
- * Links to other relevant websites are strongly suggested to increase browser visibility. Sites you link to, should also link back to your site. Excessive links will be included in the word count. Links that are part of the intra-site navigation are included in the standard package regardless of the word count.
- * Standard Websites do not include specialized coding of pages for pages which are more efficient for mobile devices to read.

3. Standard Website Packages only. The content of the webpages will be supplied by the client and executed as specified by the client in the client's current website at _____. This website includes up to FIVE webpages. This includes all completion of custom graphic work initiated to date. Product webpages, products, or images added after the site is ready for publishing to the Web search engines will be calculated for actual time spent at the hourly rate. Contact forms generally require an email account on the host server. Number and type of email accounts are a function of hosting, not included in design process nor cost. _____

The Navigation system of all our Standard Website Packages includes:

Navigation inks and site indexes from the front page and sectional pages to every page in the system to enable Web search engines to "spider" and index content on every page.

Left or Right -Side Vertical Menus are most common. Top, horizontal menus or drop-down/pop-out secondary menus are not standard, but for small sites they may not be especially more costly. Image buttons are not standard unless they are predesigned (Facebook, Paypal, for instance).

Standard image link buttons to Facebook, MySpace, Twitter, Paypal, and the like, are included in the navigation menu bar or in the same location on every page at no addition charge.

Icon Links to other relevant sites generally inserted in the navigation area(s)

Additional recommended design elements for a site may include:

Video (supplied by client):

Optimization and compression for web

Music

Extensive Photo Gallery Page (Layout of thumbnails or rollover links to full size display)

Manipulation, optimization, and installation of up to 15 images will be included in this bid.

Blog Page (WordPress Blog) Upkeep or design changes to WP Blog are not addressed in this contract.

IGP will install a basic transparent template for no additional charge..

The Basic Page Elements for every site includes:

Page titles which show at top of Web browser only

Top-of-page graphic/Favicon based on the design of the masthead graphic or worked into the background.

E-mail response link to the following e-mail address: _____

Site Navigation to other pages in your site

Placement, cropping of images supplied by you

Contact Form and Thank you response page (database generally included with hosting- not included with IGP site design)

Copyright and trademark information in small print at the bottom of every page as designated by the client.

Manipulation (selection if necessary) of color scheme based on imagery supplied by you

Search Engine Optimization meta data: Keywords relevant to site content, robots, description, author, copyright, city, language, classification.

4. Maintenance/Updating and Hourly Rate. This agreement includes minor webpage maintenance to regular webpages (not updates to product pages) over a three month period, including updating links and making minor changes to a sentence or paragraph. During this time, updates using images that are web ready, may be integrated to the format of post-published site for minimal or no charge. This does not including removing nearly all the text/images or replacing/resizing all/most images. The client or an agent other than IGP is allowed to modify any designs created by IGP, but time to repair webpages will be assessed at the hourly rate, and is not included as part of the updating time. The three month maintenance period commences upon the date the site is published to the domain URL or thirty days after the client signs this contract, whichever comes first. Changes requested by the client beyond these limits will be billed at the hourly rate of \$ 25.00 (the rate for one year after signing this contract). 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. Creation of new artwork or animations (if any) are not included in this rate, and will be considered as a separate projects. _____

5. Changes to Submitted Text. Please send to me your final EDITED text. Time required to make substantive changes to client-submitted text after the webpages have been constructed will be additional, billed at the hourly rate. The client is expected to review both draft and published editions of the webpages and suggest minor changes or corrections within the first three months. _____

6. Web Hosting. The client understands that any web hosting services require a separate contract with a web hosting service. Secure transmission, forms and databases require specific features to be installed on the hosting server in order to

function appropriately; this is not included in the design contract. Often these scripts and databases are free/optional with hosting packages. It is up to the client to determine if the host company or host package can provide the feature(s) required by the client's needs. IMprints Graphics bears no responsibility for hosting packages purchased outside of IGP recommendations. ***Hosting with IMprints Graphics offers many options for many types of organizations.*** The completed web design may be uploaded by the client or IGP (IGP hosting contract attached). Should the client choose to allow IGP access to the hosting service, the client agrees to allow full access to the website directory via FTP or direct access to the files and folders on the server. The client further understands that if the client's preferred web hosting service is not sufficient to support the design plan as agreed upon by IGP and the client, time for re-design, finding a substitute or "work-around" may incur additional charges. _____

You agree that you are aware of your responsibilities to post privacy policies when you collect personal information from users and are responsible for selecting/determining/purchasing the level of security required to protect transmission of personal information and storage on hosting service email accounts or databases. IGP can guide the client through this process, but should not be considered a legal authority with regard to creating or developing these policies.

7. Completion Date. Provided the client supplies all necessary text and images in a timely manner, IMprints Graphics Plus 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 generally within six weeks of signing contract. If the client does not supply IGP complete edited text and graphics content for all webpages agreed upon, in a timely manner, so that IGP can meet this deadline, an additional continuation fee of 10% of the total contract price will be assessed each month until the website is publish-ready. _____

8. Payment of Fees. All payments will be made in US funds via PayPal. The total balance due amount shall be paid when the site goes live (is published for the general public) OR on _____. whichever comes first. Adding search engine optimization and updating occur only after the final payment is made, but within two weeks after final payment is made. It is expected that the client will assist in the process for maximum SEO success.

9. Assignment of Project. IMprints Graphics Plus reserves the right to assign subcontractors to this project to insure the right fit for the job as well as on-time completion.

10. Legal "Bits". IMprints Graphics Plus 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. IGP agrees to remedy problems with HTML coding and CSS codes which become apparent after the site has gone live. The entire risk as to the quality and performance of the webpages and website is with client. An additional hosting contract is required to outline the terms and conditions of email and hosting with IMprints Graphics Plus. IGP wants your site to function and be accessible to users at all times. BUT, IGP cannot be expected to be familiar with every hosting service available to the web community, nor be knowledgeable to troubleshoot problems with every host provider available to IGP's clients. Should the client determine that hosting with another service is preferred; IGP will be available to answer questions, but is not liable for solving all problems or absorbing additional expenses that may occur regarding to the hosting service. This is true whether IGP referred the client to the alternate hosting service or not. It is ultimately up to the client to be knowledgeable regarding services (hosting, email, database) purchased. The client is responsible to notify IGP in any case where the site is not functioning properly. IGP does not monitor the day to day functioning of the site once published. The client is aware that various browsers render pages somewhat different. Unless the client indicates specific browser compatibility, IGP will make all efforts to create pages that display similarly in the most popular web browsers (IE7, IE8, Mozilla Firefox, and Safari as of this contract). In the event of a future upgrade to a popular web browser, it is in the client's best interest to check the functionality of the site in the upgraded browser. Upgrades to sites because of browser upgrades are at the expense of the client and not the responsibility of IGP to neither anticipate nor guarantee. IGP will ensure that all HTML and CSS (not including work-arounds for IE, nor animations, scripts or likewise coding and programming languages) adhere to validation guidelines set forth by the W3C international community. IGP strives to create pages that meet generalized accessibility standards; however, the client should specify if there are accessibility standards that are necessary. In no event will IGP be liable to the client or any third party for any damages, security assurances (unless specifically outlined in this contract), 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 IGP 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. Copyrights and Trademarks. The client represents to IGP and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to IGP 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 IGP and its subcontractors from any claim or suit arising from the use of such elements furnished by the client.

12. 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 IGP and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the client's exercise of Internet electronic commerce.

13. Copyright to Webpages. Similar strings of code, structure and artistic composition are frequently reused in various designs that bear no resemblance to one another as published websites. There exist common structures to websites, and website styles with in specific industries, that web users expect (ex, masthead on the top, navigation on the left, framed or embedded data, search sites, video, etc..) Because of this, it is unrealistic to issue copyrights for these components to the client. 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 generated by IGP or others are specifically not transferred to the client unless purchased, and remain the property of their respective owners. IGP and its subcontractors retain the right to display graphics and other Web design elements as examples of their work in their respective portfolios.

14. Payment of fees. In order for IGP 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. IGP reserves the right to remove webpages 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 IGP. Regardless of the place of signing of this agreement or when the client receives the dated copy, the client agrees that for purposes of venue, this contract was entered into in Los Angeles County, California and any dispute will be litigated or arbitrated in Los Angeles County, California. Please pay on time. [REDACTED]

17. Sole Agreement. The agreement contained in this "Website Design Contract" constitutes the sole agreement between IGP and the client regarding this website design. 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 three (3) months after both parties sign this contract. Continued services after that time will require a new agreement.

18. Draft Sites. As a matter of practice, IMprints Graphics Plus may work up draft copies for the client in anticipation of client approval and a binding contract. ANY draft/imagery that is created by IGP and *not* published as the client's website shall remain under the license and copyright of IGP to distribute, publish, or use as desired. All references to the client by name or address will be removed from these sites before publication.

19. Initial Payment and Refund Policy.

The total amount of this contract is \$ _____ (explanation of bid is attached at end of contract) _____ due in full when site is fully published or on _____, whichever comes first. Unless other arrangements are made, please pay via PayPal to martine@imprintsgraphicsplus.com at www.paypal.com. [REDACTED]

This agreement begins with an initial payment of \$100 or 50% of projected cost, whichever is more: \$ _____.

Hourly rate is set at \$25/hr for twelve months from the date this contract is signed. [REDACTED]

Additional pages with similar formatting and guidelines may be added at an additional \$ _____/page for the first three months.

If the client halts work and applies by registered letter for a refund within 30 days, to "Martine Tureaud, IMprints Graphics Plus" at 29345 Via Milagro, Santa Clarita CA 91354, work completed shall be billed at the hourly rate (\$25) 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 30 days of signing this contract. The client will retain rights of usership regarding work completed up to this time. This work will be delivered in digital format directly to the client or account of the client's choosing.

A digital scan, photocopy, or fax of this agreement displaying both authorized party's signatures is considered binding. This contract is in effect when the final signature from IMprints Graphics Plus has been added regardless of when client receives the final copy of the contract. Verbal or Email communication will be considered binding regarding the intentions of both parties.

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 –please use BLUE ink):

Date _____

On behalf of IMprints Graphics Plus (authorized signature- please use BLUE ink)

Date _____

