



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 _____

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 Walters Web Design, a sole proprietor, located at 914 Somerset Lane, York, Pennsylvania 17403, as an independent contractor for the specific project of developing and/or improving a World Wide Web Site to be installed on the client's web space on a web hosting service's computer. The client hereby authorizes Walters Web Design to access this account, and authorizes the web hosting service to provide Walters Web Design 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 Walters Web Design to publicize their completed Web Site to Web search engines, as well as other Web directories and indexes.

2. Content Provisions & Scope Creep

The content of the web pages will be supplied by the client and executed as specified by the client in the "Web Site Planning Worksheet" dated _____. These materials will be delivered to Walters Web Design in *Word* or *Rich Text* format by ___/___/____. If the content is not delivered by this date, the remaining balance for this project is due and payable.

Scope Creep For Website Packages only: This Web Site includes up to _____ Web Pages. In case the client desires additional standard Web Pages beyond the original number of pages specified above, in line with the package chosen, the client agrees



to pay Walters Web Design an additional \$_____ / hour for each additional Web Page created.

3. Included Services:

- **E-mail/phone consultation** Walters Web Design provides e-mail, phone, or personal (if possible) consultation of up to 2 hours total for general Internet orientation education and Web design consultation. (Additional education and consultation is at our hourly rate.)
- **Custom Graphics Package.** Simple custom graphic interface for your site incorporating a company logo and any preferred theme.
- **Digital Photos and other misc. digital graphic images** supplied by client (up to an average of 1.3 included per page in standard Web Sites. 35 mm Photo scanning up to 3 images.
- **Installation** of Web Pages on the client's web hosting service.
- **Minor updates and changes** to existing Web Pages for three months, subject to the limits outlined below. Additional changes billed at hourly rate. For online stores, this includes only "regular" pages, not interactive pages or PHP, Java, and Flash coding of pages.
- **Site publicity** Walters Web Design will register your site with at least a ten 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 was purchased prior to consultation and does not include necessary extensions. *Not included* in the Package I price.

4. Maintenance and Technical Support.

This agreement includes minor Web Page maintenance to regular Web Pages over a six-month period, including updating links and making minor changes to a sentence or paragraph. 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 Walters Web Design 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, Web Page design, editing, modifying forms pages and databases, and art, photo, and graphics services.

Helping clients learn how to use their own Web Page editor, CGI programming, or database integration will be assessed at our e-learning consultation rate of \$_____ / hour.

5. 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.



6. Completion Date. Walters Web Design and the client must work together to complete the Web Site in a timely manner. We agree to work expeditiously to complete the Web Site no later than ___/___/____.

If the client does not supply Walters Web Design complete text and graphics content all Web Pages contracted for by ___/___/____, the entire amount of the contract becomes **due and payable**.

7. Payment of Fees. Fees to Walters Web Design are due and payable on the following schedule: 30% upon signing this contract, 70% when the Web Pages have been constructed according to the client's original written specifications or a delay in content delivery results in full payment. In case the client has not secured Web space on a web hosting service by the time the Web Pages are completed, the Web Pages may be delivered to the client on diskette or attached to an e-mail message, at which point the balance is due and payable. 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, unless otherwise agreed upon by both parties.

8. Legal Boilerplate Clauses. Walters Web Design does not warrant that the functions contained in these Web Pages or the Internet Web Site 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 Web Site is with client. In no event will Walters 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 Web Pages or Web Site, even if Walters 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.

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

10. Copyright to Web Pages. Copyright to the finished assembled work of Web Pages produced by Walters Web Design is owned by Walters Web Design. Upon final payment of this contract, the client is assigned rights to use as a Web Site the design, graphics, and text contained in the finished assembled Web Site. Rights to photos, graphics, source code, work-up files, and computer programs, such as PHP, SQL, CFML, and ASP, are specifically not transferred to the client, and remain the property of their respective owners. Walters Web Design and its subcontractors retain the right to display graphics and other Web design elements as examples of their work in their respective portfolios.

11. Payment of fees. In order for Walters Web Design to remain in business, payments must be made promptly. If an amount remains delinquent 30 days after its due date, an additional 5% penalty will be added for each month of delinquency.



Walters Web Design reserves the right to remove Web Pages from viewing on the Internet until final payment is made. This agreement becomes effective only when signed by Walters Web Design. Regardless of the place of signing of this agreement, the client agrees that for purposes of venue, this contract was entered into in York County, Pennsylvania, and any dispute will be litigated or arbitrated in York County, Pennsylvania. Please pay on time.

12. Sole Agreement. The agreement contained in this "Web Site Design Contract" constitutes the sole agreement between Walters Web Design and the client regarding this Web Site. 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.

13. 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 30 days, to the Director of Walters Web Design, 914 Somerset Lane, York, PA 17403, phone (717) 845-2706, 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 30 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 Walters Web Design (authorized signature)

_____ Date _____

Last updated November 20, 2005