

# Web Site Design Contract

**1. Parties:** This contract is by and between \_\_\_\_\_, hereafter "Client", and Smileygraphics.com, a division of Smiley Online Network, hereafter "Company", for the purpose of developing and marketing a World Wide Web site.

**2. Relationship:** Company is an independent contractor, and is not an employee of Client.

**3. Package Choice:** [Basic Web Starter Design and Hosting Price List](#). Client has chosen the BASIC WEB DESIGN Package, which shall include up to 5 Web pages. If more pages are required by Client, each page will be an additional \$ 15.00 for text only, or \$ 35.00 per dynamic programming active page such as forms, search box, database etc. The contents of website will be provided by client as described in section 4 of this contract.

**4. Web Site Elements Included: (Additional charge for special features as noted)**

- **Consultation** - Number of hours of consultation time, in which time Company shall determine Client's needs and goals. Consultations may take place by phone, e-mail or in person, at Company's discretion. Long distance phone charges and travel costs are not included, and normally will be added to package price.
- **Text** - Up to 200 words per page, provided by Client. Client hereby grants permission for Company to place "Web site design by Smileygraphics.com" at the bottom of home page, and copyright information at the bottom of every page, with links to Company's home page.
- **Graphics** - Home page Masthead, top-of-page graphic with navigation bar, both designed by Company, plus background texture or color, bullets, and dividers. Graphics and photos are also included with packages, which shall be provided by Client. Size of graphics files is limited to 20KB. If more graphics are requires by Client, it can be added at a cost of **\$5.00 per scanned graphic**. If larger graphic files are requires by Client, they can be added at a one-time charge of **\$10.00 per megabyte**. If custom graphics or backgrounds are requested, Company design time will be billed at **\$25.00/hour**.
- **Links** - Up to two (2) links to external sites per page. E-mail link to Client's address provided on each page. E-mail address for contact: \_\_\_\_\_ ( **\$1 per link additional** )
- **Hit Counter\*** - Home page hit counter for monitoring number of hits on the site is included in Basic Web Starter package.
- **Form\*** - Form for viewer feedback, requests for information, surveys. Form will send formatted results to e-mail address of Client's choice. Available on Basic Web Starter Package for additional charge of **\$35/hour** of programming time and resources.
- **Search\*** - Page for viewer to search Client's entire Web site for keywords. Available on Basic Web Starter Package for additional charge of **\$35/hour** of programming time and resources.

- **Navigation Map** - Hyperlinked index of entire site for ease in navigation. Available on Basic Web Starter Package for additional charge of **\$39**.
- **Marketing** - Submission to search engines including, but not limited to, Yahoo, Alta Vista, Hotbot, Lycos, Excite and OpenText.

\*NOTE: The Hit Counter, Forms and Search features require the client to have CGI capability on their server. If Client will be hosting Web site with Company, CGI support is included with the Basic Web Starter Pack.

**5. Hosting:** Hosting of Web site is available through the Company. If Client chooses to host the new Web site with the Company, the address will be :

**http://www.yourwebsitename.com**

Client (check where applicable):

Will be hosting Website with Company:  \$99/Year PACK I,  \$45/Month, PACK II,  \$55/month E-Commerce and "your company name" will be: \_\_\_\_\_ . Domain name registration fee is \$35/year per domain name, i.e., "www.yourname.com". Initial setup fee for the e-commerce pack is \$49.

Will *not* be hosting Web site with Company. Web site design ONLY.

**6. Internet Service Providers:** If Client does not host a Web site with the Company Client understands that other Internet Service Providers may require a separate contract to host the site.

**7. Ongoing Maintenance:** For Clients hosting their sites with the Company, maintaining and updating will be charged at \$25/hour. For Clients hosting their sites with external hosting services, all maintenance is billed at \$75.00/hour.

**8. Custom Features:** Client has requested these custom features, which will be billed as follows:

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**9. Changes:** If Client requests substantial changes to text and/or graphics after construction of the Web site, time required to make these changes will be billed at \$25.00/hour.

**10. Time Frame:** Client and Company agree to work together diligently toward the completion of this project. Client agrees to provide Company with all text, graphics and any other materials necessary to complete the site by no later than \_\_\_\_\_. The estimated time of completion will be \_\_\_\_\_ days after receipt of final text and

graphics from Client. Client understands that if changes are made to the original work specifications, or if materials are not delivered to Company by the specified date, scheduling conflicts may cause the time of completion to be impacted.

**11. Assignment of Project:** Smileygraphics.com reserves the right to assign subcontractors to this project to insure the right fit for the job as well as on-time completion.

**12. Disclaimer:** Regardless of service provider chosen, Company is not responsible for quality or reliability of any Internet Service Providers. Company does not warrant that the operation of this Web site will be uninterrupted or without error. Further, Company is not responsible to Client or any third party for damages of any kind arising out of the operation or inability to operate this Web site.

**13. Copyrights:** Client hereby unconditionally guarantees that all text, graphics, photos, trademarks, designs and any other materials provided to Company by the Client are either owned by the Client or used by permission of the owners of said materials. Client agrees to hold harmless, protect and defend Company from any claim or suit arising from the use of these materials. Similarly, Company warrants that all graphics and text used in the construction of the site are either owned by Company or used with permission.

**14. Web Site Copyright:** Copyright to all Web pages in this site including custom graphics, texts, and design layout is held by the Company. Materials such as CGI programming which not originally created by Company remains the property of their respective owners and shall be for Client's use only.

**15. Payment:** Payment for Web site design shall be made in three installments under these conditions:

**I.** First payment, a \$200 non-refundable initial payment is due at contract signing; it is a partial payment of the total balance due. This payment is required to start the project.

**II.** If there is special features in addition to the Basic Web Starter Pack's elements as described in section 4, a second installment for these features must be paid immediately when proof of material is shown and approved by client.

**III.** If no special feature is required, the remainder total balance is due when the site is complete. Client's original written specifications and Publication of the site, substantial changes, and submission to search engines will occur upon receipt of second installment. The remainder total due will include hosting fee if client selected one of the hosting packages with the company. Hosting is Month per Month basis and will be billed monthly to client. Thirty days written notice is required to terminate hosting service.

If payments for design or hosting are not received within 10 days of due date, a penalty of \$15.00 will be added to amount due. An additional 5% penalty will be added for each month of delinquency. Company reserves the right to remove Web site from server if payment is over 30 days delinquent. If collection is necessary, Client agrees to pay all costs incurred. For the purposes of venue, this contract was entered into in Seminole County, and any arbitration or litigation will take place in this county.

**16. Total Cost of Basic Web Starter Pack:**

The following is the cost breakdown of the site.

Cost of Basic Web Starter Package (section 4)	\$350.00
<b>Special Features:</b> (section 15-II)	
Logo Design \$100 per logo design	\$ _____
Extra pages: _____ @ \$15 per page	\$ _____
Forms: _____ @ \$35/hour	\$ _____
Additional graphics: _____ at \$5.00 per scan	\$ _____
Larger graphics: _____ MB at \$10.00 per MB	\$ _____
Custom graphics or backgrounds @ \$25.00/hour	\$ _____
Custom programming at \$35/hour	\$ _____
Sound: _____	\$ _____
Animation: _____	\$ _____
Other: _____	\$ _____
Other: _____	\$ _____
Other: _____	\$ _____
<b>Final Payment</b>	
Web Design Grand Total	\$ _____
Selected Hosting Pack: _____ @ \$ _____ /month	\$ _____
Initial payment *	- \$200
Other: _____	\$ _____
Final remain balance due when completed	\$ _____

**\*\$200 Non-Refundable initial payment of Web Design due at contract signing.**

**17. Entire Contract:** All prior agreements between the parties are incorporated in this agreement, which constitutes the entire contract. Its terms are intended by the parties as a final, complete, and exclusive expression of their agreement with respect to its subject matter and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. This agreement may not be extended, amended, modified, altered, or changed in any respect whatsoever except in writing signed by both parties.

**I warrant that I have the authority to execute this contract on behalf of myself or my company, and acknowledge that I have read and understand this contract and have received a copy.**

Name (Please print): \_\_\_\_\_

Signed: \_\_\_\_\_ Title: \_\_\_\_\_

Company: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Postal/Zip Code: \_\_\_\_\_

**For Smileygraphics.com:**

Signed: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_