

Website Design Contract

Used in conjunction with the **Website Design Worksheet**

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 exceed the expectations of 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 Carl B. Johnson (WuLi Design), a sole proprietor, located at 415 Sassafras Street, Millville, NJ 08332, 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 or on a web hosting service's computer. The client hereby authorizes Carl B. Johnson (WuLi Design) to access this account, and authorizes the web hosting service to provide Carl B. Johnson (WuLi 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. The client also authorizes Carl B. Johnson (WuLi Design) to publicize their completed website to Web search engines, as well as other Web directories and indexes.

2. Standard Website Development Package Elements. WuLi Design includes the following elements in the Standard Website Design Packages:

- **E-mail/phone consultation** (Up to 2 hours total general Internet orientation education, marketing strategy, Web design consultation, and helping clients learn to use their own webpage editor. Telephone long distance charges are in addition to package rates quoted. Additional education and consultation is at our hourly rate.)
- **Words of text**, supplied by the client (200 words per page approximate maximum if not supplied in electronic format. WebPages of more than 1,200 words of text may be subject to additional fees, especially if they require a great deal of formatting.)
- **Custom Graphics Package.** Masthead graphic on first page (simple custom graphic incorporating company logo, image to be supplied by client). Top-of-page graphic for all other pages in your website.
- **Photos and other misc. graphic images** supplied by client (up to an average of 1.3 included per page in standard websites, in addition to masthead and top-of-page graphic. Color originals larger than 5 x 8 are extra).
- **Installation** of web pages on the client's web hosting service.
- **Minor corrections and changes** to existing web pages for one month, subject to the limits outlined below. Additional changes, or major changes billed at hourly rate.
- **Search Engine Listings:** Site publicity submitted to at least a dozen major Web search engines, such as Yahoo, AltaVista, InfoSeek, WebCrawler, Lycos, HotBot, etc. WuLi Design cannot be held liable for rankings.
- **E-mail response link** on each webpage 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 does not use a Unix operating system. Not included in the package price for sites smaller than 6 pages.

3. Standard Website Packages. The content of the web pages will be supplied by the client and executed as specified by the client in the Website Planning Worksheet dated _____. This website includes up to 5 web pages for \$400.00 (unless special price has been quoted). In case the client desires additional standard web pages beyond the original number of pages specified above, the client agrees to pay Carl B. Johnson (WuLi design) an additional \$99.00 for each additional webpage. Graphics or photos beyond the allowed average of 1.3 per webpage shall be billed at an additional \$5.00 each. Where custom graphic work (beyond the scope of the "Custom Graphics Package" detailed above) is requested, it will be billed at the hourly rate specified below. The store size and additional services, and prices of each are detailed on the attached estimate.

We include e-mail/phone consultation of up to 2 hours total general Internet orientation education; marketing strategy, Web design consultation, and helping clients learn to use the store software. Telephone long distance charges are in addition to package rates quoted. Additional education and consultation is at our hourly rate.)

This agreement includes minor maintenance to regular web pages over a three-month period, including updating links and making minor changes to a sentence or paragraph. It does not include removing nearly all the text from a page and replacing it with new text. It does not include the replacing of images, or the addition of images. Major changes are covered under "Existing Website Maintenance and Hourly Rate" in paragraph 4. If the client or an agent other than Carl B. Johnson (WuLi 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. Changes to scripts, and troubleshooting of scripts is not included, but will be charged at our hourly rate. The three-month maintenance period commences upon the date the client signs this contract.

4. Existing Website Maintenance and Hourly Rate

Changes requested by the client beyond the limits covered will be billed at the hourly rate. The client will be billed at the hourly rate of \$99.00 (unless a special rate has been specified). 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. CGI programming charges (if any) are included in this rate.

All change/maintenance requests must be in writing (email is acceptable). If any changes are date sensitive, they must be requested 10 days prior to that date. There may be additional fees for any "rush" design or maintenance changes.

The minimum amount of time for billing is one hour. The client will be billed for one hour for any work up to and including one hour. After the first hour, the client will be billed in 15-minute increments.

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. Accepted formats of submitted materials. All electronic text shall be in standard email text, or submitted as a Microsoft Word document.

All images shall be in JPG format, at 72 DPI, or in GIF format. They shall be sized appropriately for web use. Client will be billed for any time required to edit images.

7. Web Hosting. The client understands that any web hosting services require a separate contract with a web hosting service. The client agrees to select a web hosting service which allows Carl B. Johnson (WuLi Design) full access to the website and a cgi-bin directory via FTP and telnet. The client further understands that if the web hosting service's operating system is not a Unix or Linux system, standard CGI software may not work, and providing a substitute may incur additional charges. For an additional fee, WuLi Design will select and set up a web hosting account with a third party web hosting service. WuLi Design makes no claims of uptime, and accepts no responsibility for the services rendered by any third party web hosting service.

8. Completion Date. Carl B. Johnson (WuLi 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 Carl B. Johnson (WuLi Design) complete text and graphics content all web pages contracted for within six weeks of the date this contract was signed, the entire amount of the contract becomes due and payable. If the client has not submitted complete text and graphics content within two months after signing of this contract, an additional continuation fee of 10% of the total contract price will also be assessed each month until the website is advertised.

9. Payment of Fees. Fees to Carl B. Johnson (WuLi Design) are due and payable on the following schedule: 50% upon signing this contract, 50% when the web pages have been constructed according to the client's original written specifications. If the total amount of this contract is less than \$400, the total amount shall be paid upon signing this contract. 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 CD Rom or attached to an e-mail message. 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.

In the case of Website Maintenance, client will be billed at the end of every month. Payment is due upon receipt of invoice.

10. Assignment of Project. Carl B. Johnson (WuLi Design) reserves the right to assign subcontractors to this project to insure the right fit for the job as well as on-time completion.

11. Legal Stuff. Carl B. Johnson (WuLi Design) does not warrant that the functions contained in these web pages or the Internet website 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 website is with client. In no event will Carl B. Johnson (WuLi 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 website, even if Carl B. Johnson (WuLi 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.

12. Copyrights and Trademarks. The client represents to Carl B. Johnson (WuLi Design) and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Carl B. Johnson (WuLi 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 Carl B. Johnson (WuLi Design) and its subcontractors from any claim or suit arising from the use of such elements furnished by the client.

13. 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 Carl B. Johnson (WuLi Design) and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the client's exercise of Internet electronic commerce.

14. Copyright to Web pages. Copyright to the finished assembled work of web pages produced by Carl B. Johnson (WuLi Design) is owned by Carl B. Johnson (WuLi 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. Carl B. Johnson (WuLi Design) and its subcontractors retain the right to display graphics and other Web design elements as examples of their work in their respective portfolios.

15. Payment of fees. In order for Carl B. Johnson (WuLi Design) 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. Carl B. Johnson (WuLi Design) reserves the right to remove web pages 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 Carl B. Johnson (WuLi Design). Regardless of the place of signing of this agreement, the client agrees that for purposes of venue, this contract was entered into in Cumberland County, New Jersey, and any dispute will be litigated or arbitrated in Cumberland County, New Jersey. Please pay on time.

16. Sole Agreement. The agreement contained in this Website Design Contract constitutes the sole agreement between Carl B. Johnson (WuLi 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 six (6) months after both parties sign this contract. Continued services after that time will require a new agreement.

17. 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 Carl B. Johnson (WuLi Design), 415 Sassafras Street, Millville, New Jersey, 08332, phone (856) 327-6877, work completed shall be billed at the hourly rate of \$_____, 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 Carl B. Johnson (WuLi Design) (authorized signature)

_____ Date _____

Last updated October 23, 2003