

## **Elements in Webdesign**

### **WEB SITE DESIGN PROJECT CONTRACT**

The following contract provisions pertain to all clients and prospective clients of Elements in Webdesign. Please read them carefully before processing your initial payment for website work. Payment of the initial invoice constitutes your agreement with this contract and its provisions and limitations.

#### **1. Authorization**

The Paying &/or Contact Client (hereinafter referred to as "Client") is engaging Elements in Webdesign as an independent contractor for the specific purpose of designing/ editing/ maintaining a World Wide Web site, herein after referred to as "Web Design Project", to be published on the Client's account on an Internet Service Provider (ISP)/Web Presence Provider (WPP) computer, herein after referred to as "Hosting Service", or provided via e-mail at the client's request. The Client hereby authorizes Elements in Webdesign to access or create this account, and authorizes the Hosting Service to provide Elements in Webdesign and its designer, Jo Ann Rice with "full access" to the Client's account, and any other programs needed for this Web Design Project that are included as part of the Client's service agreement/level.

#### **2. Development**

- **Compatibility** – Designing a web site to fully work in multiple browsers (and browser versions) can require considerable, extra effort. It could also involve creating multiple versions of code/ pages. Elements in Webdesign represents and warrants that the web site we design for you will work in:
  - a. Microsoft® Internet Explorer versions 10 and up
  - b. Mozilla Firefox version 40.0 and up
  - c. Google Chrome current versions (Google updates automatically so any older than current version to date of your reading this contract would not be guaranteed).

Although these are the major browsers in use, the site should render correctly in most any browser providing they are versions within the past couple years at the time of this contract.

While Elements in Webdesign will make reasonable efforts to design a fully-functional web site, Elements in Webdesign's warranty does not cover AOL, text-based browsers or any requested special effects that you have been advised against.

- **For People with Disabilities** – Elements in Webdesign's standard is to meet at least half the currently recommended guidelines for web site development. Without sacrificing quality and design, we try to

ensure that the content and functions we build into our web sites are available to all visitors.

### **3. Assignment of Web Design Project**

Elements in Webdesign reserves the right, and you hereby agree, to assign subcontractors to this Web Design Project to insure that the terms of this agreement are met as well as on-time completion.

### **4. Copyrights and Trademarks**

The Client unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Jo Ann Rice and/or Elements in Webdesign for inclusion in the Web Design Project 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, indemnify and defend Jo Ann Rice and/or Elements in Webdesign and its subcontractors from any liability (including attorney's fees and court costs), including any claim or suit, threatened or actual, arising from the use of such elements furnished by the Client.

(In other words, you're not giving us items to use on your website that are copyright protected in which you do not hold the copyright for use of them and/or the permission to use them. If you are giving us items that are not yours to use, we are not to be held responsible in any way for any issues that arise should your site breach copyright laws from these items.)

### **5. Maintenance Agreements have been discontinued**

## **6. Completion Date**

Elements in Webdesign and the Client must work together to complete the Web Design Project in a timely manner. We agree to work expeditiously to complete the Web Design Project by the time frame discussed and/or contracted if any has been setup, providing the Client has submitted all necessary materials for the website in a timely manner. If the Client does not supply Elements in Webdesign with complete text and graphics content for this Web Design Project within 45 days of the effective date of this agreement, the entire deposit amount of the agreement shall be retained by Elements in Webdesign as liquidated damages and the contract shall become null and void, at Elements in Webdesign's option, unless the Web Design Project is canceled in writing by the Client within 14 days of the effective date of the contract agreement. Unless otherwise setup between Elements in Webdesign and the client, in writing via emails or post mail or written contract, the deposit amount will be 50% of the full price of the contracted amount. All cancellations will result in a 15% fee deducted from the deposit to cover all correspondence needed to handle the cancellation or any work already concluded upon the cancellation.

## **7. Project Delivery**

The final website design project will be published to the Client's hosting service upon receipt of final payment, or delivered via e-mail upon the receipt of full payment. If the Client does not hire the hosting services through Elements in Webdesign, the Client agrees to select a hosting service which allows Elements in Webdesign full access to the Client's account via FTP (File Transfer Protocol) should the client require Elements in Webdesign to upload the website files to their chosen hosting service. The Client will be solely responsible for any and all hosting service charges that are not included in the original contracted work package.

## **8. Electronic Commerce Laws**

The Client agrees that the Client is solely responsible for complying with any laws, taxes, and tariffs applicable in any way to the Web Design Project or any other services contemplated herein, and will hold harmless, protect, and defend Jo Ann Rice and/or Elements in Webdesign and its subcontractors from any claim, suit, penalty, tax, fine, or tariff arising from the Client's exercise of Internet electronic commerce and/or any failure to comply with any such laws, taxes, and tariffs.

(In other words, we're not responsible for anything you might add to your website or uploaded files should it be illegal, questionable, etc.)

## **9. Web Design Project Copyright**

Copyright to the finished web "design" produced by Elements in Webdesign will be owned by Jo Ann Rice and/or Elements in Webdesign. The Client will be assigned rights to use the Web Design Project as a web site once final

payment under this agreement and any additional charges incurred have been paid. The client retains the right to the website itself as uploaded by Elements in Webdesign. Rights to photos, graphics, source code, work-up files, and computer programs specifically are not transferred to the Client, and remain the property of their respective owners. This basically means, if you didn't create the picture or file, then we cannot transfer the copyright to you as it wasn't yours to begin with.

Elements in Webdesign and its subcontractors retain the right to display graphics and other Web Design elements as examples of their work in their respective portfolios. All Web Design Projects will contain a copyright/legal statement with a link to Elements in Webdesign Design Services Web Site.

## **10. Payments**

Payments must be made promptly based on the terms of the Web Site Design Project agreement. Elements in Webdesign reserves the right to remove or hold any Web Design Project from viewing on the Internet until final payment is made. All payments are to be made within 30 days after completion and approval of the Web Design Project by the Client. In case collection proves necessary, the Client agrees to pay all fees (including all attorney's fees and court costs) incurred by that process. Regardless of the place of signing of this agreement, the Client agrees that for purposes of venue, this agreement was entered into Baldwin County, Alabama or and any dispute will be litigated or arbitrated in Baldwin County, Alabama and the Client hereby consents to the personal jurisdiction of the Alabama State Courts. Furthermore, the Client waives any right to or claim of sovereign immunity. Once completion is acknowledged (site is fully completed and client has given approval of said site as being complete) all files will be transferred/uploaded/sent to the host/client per the work order only after the full final payment is made. All amounts are calculated in and must be paid in US Dollars.

## **11. Payment Schedule**

Payment for services provided shall be made in accordance with the conditions contained in the quoted contract and/or those set up between the client and Elements in Webdesign for the Package Price. Notwithstanding any prices listed in literature or on Web pages, the Client and Elements in Webdesign agree that the services described in this contract, and the Package Price, shall be completed for the estimated price as per the emailed price quote or adjustments made thereafter by email.

The Client understands that this is an estimate and not a concrete price and that the quote is based on an estimated amount of work according to the original conversations. Should the amount of work involved exceed the estimated work involved, the Client agrees either pay a separate fee for the added work involved, or allow for a restructure of the quote to include the

added work, whichever applies to the situation. Elements in Webdesign agrees that they have estimated to the best of their ability on the amount of work needed to complete this website, but does not conclude that the estimated work amounts are definitive. Problems arise, the Client may require added functionality not included in the quoted work flow, and these things may alter the estimated amount of work which may adjust the price. Elements in Webdesign agrees to communicate with the Client regularly to attempt to keep any prospective issues to a minimum to try to the best of their ability to keep the work flow amount within the quoted estimate. The Client agrees to pay to Elements in Webdesign an initial, non-refundable deposit of 50% of the estimated total cost upon execution of this agreement. Final payment must be paid and cleared through financial institutions involved prior to publication and/or delivery of the Web Site Design Project. The Client will be responsible for any and all fees incurred due to insufficient checks or other payment canceling issues and those fees must also be reimbursed by the client to Elements in Webdesign prior to the release of the contracted website project along with the remainder of the amount owed. All amounts must be in US Dollars.

## **12. Legal Notice**

Notwithstanding anything to the contrary contained in this contract, neither Elements in Webdesign nor any of its employees or agents, warrants that the functions contained in the Web Design Project will be uninterrupted or error-free. The entire risk as to the performance of the Web Design Project is with the Client. In no event will Jo Ann Rice and/or Elements in Webdesign be liable to the Client or any third party for any damages, including, but not limited to, service interruptions caused by Acts of God, Hosting Service interruptions, any other circumstances beyond our reasonable control, any lost profits, lost savings or other incidental, consequential, punitive, or special damages arising out of the operation of or inability to operate this Web Design Project, failure of any service provider, of any telecommunications carrier, of the Internet backbone, of any Internet servers, yours or your site visitor's computer or Internet software, even if Elements in Webdesign has been advised of the possibility of such damages.

## **13. This Agreement**

This agreement constitutes the sole agreement between Elements in Webdesign and the Client regarding this Web Design Project. Any additional work not specified in the contract or any other amendment or modification to the contract must be authorized by a written request signed by both Client and Elements in Webdesign. All prices specified in the website project quote will be honored for 2 months after the quote has been issued to the client by Jo Ann Rice and/or Elements in Webdesign. Website project services after that time will require either a new quote or an extension of the previous quote (hosting services provided by Elements in Webdesign, if part

of the initial package, are not subject to the six-month contract renewal requirement, but will be quoted again per the current hosting fees at the time of the submittal of new contract or extended contract).

The Client hereby agree to the terms, conditions and stipulations of this agreement on behalf of his or her organization or business, at the time of payment which constitutes the contract agreement date and binds the Client to this contract. This Agreement constitutes the entire understanding of the parties. Any changes or modifications thereto must be in writing and signed by both parties.