

*WDE Design*  
104 W Spring St.  
Heber Springs, AR 72543  
501-253-2999

## WEBSITE DESIGN CONTRACT

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CONTACT NAME

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PHONE

FAX

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COMPANY/CLIENT

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ADDRESS

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CITY

STATE

ZIP

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E-MAIL ADDRESS

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PRESENT WWW URL (IF ANY)

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DESIRED USERNAME

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PASSWORD

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These are the terms of our agreement together:

**1. Authorization.** The above-named client is engaging WDE Design, a sole proprietor, located at 104 W Spring St., Heber Springs, AR 72543, as an Independent Contractor for the specific project of developing and/or improving a World Wide Website to be installed on a web hosting service's computer. The client hereby authorizes WDE Design to access this account, and authorizes the web hosting service to provide WDE 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 WDE Design to publicize their completed website to Web search engines, as well as other Web directories and indexes.

**2. Standard Website Package Elements.** WDE Design includes the following elements in their Standard Website Packages:

- **Words of text** supplied by the client (200 words per page approximate maximum if not supplied via diskette, web pages of more than 1200 words of text may be subject to additional fees, especially if they require a great deal of formatting).
- **Links** to external pages as needed.
- **Photos and other misc. graphic images** supplied by client.
- **Minor updates and changes** to existing web pages for 90 days, subject to the limits outlined below. Additional changes billed at a set rate. This does include any MINOR modifications and tweaking to work out backend database bugs and functionality.

**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 \_\_\_\_\_ web pages. If the client desires additional web pages beyond the original number of pages specified above, the client agrees to pay WDE Design an additional **\$40** for each additional web page.

**4. Maintenance.** This agreement includes MINOR web page maintenance to regular web pages over a 90-day 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. If the client or an agent other than WDE Design attempts updating the client’s page, time to repair web pages will be assessed at the set rate of \$15 per hour and is not part of the updating time. The 90-day maintenance period commences upon the date the client’s website is officially published to the web and all monies paid.

Changes requested by the client beyond those limits will be billed at the set rate of **\$30 - \$40** depending on the change. This rate shall also govern additional work authorized beyond the maximums specified above.

**5. Changes to submitted text.** Please send your final text. Time required to make substantial changes to client-submitted text after the web pages have been constructed will be additional, billed at the set rate of \$15 per hour.

**6. Web Hosting.** The client understands that web hosting services will be needed. The client agrees to let WDE Design select a host that offers the needed elements for the web site.

**7. Completion Date.** WDE 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 30 days from Initial Contract Approval and initial 75% of total Project Fee Deposit Paid.

**8. Payment of fees #1.** Fees to WDE Design are due and payable on the following schedule: 75% upon signing this contract, 25% when the web pages have been constructed and proofed according to the client's original written specification unless other arrangements have been agreed upon. The website will be published on the World Wide Web once all monies are paid. All payments will be made in U.S. Funds made out to "Amanda Pearson." Personal checks must clear before website design will begin.

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

**10. Copyrights to Web Pages.** Copyright to the furnished assembled work of web pages produced by WDE Design is owned by WDE Design / Amanda Pearson – Webmaster. 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.

**11. Payment of Fees #2.** In order for WDE Design to remain in business, payments must be made promptly. *Delinquent bills will be assessed a \$20 charge if payment is not received within 10 days of the due date.* WDE Design reserves the right to remove web pages from viewing or

the Internet until final payment is made. If the amount remains delinquent 30 days after its due date, an additional 5% penalty will be added for each month of delinquency and the website will be **“turned off”** from public viewing with a Splash Page that the website is undergoing routine maintenance. Any statement from the client that payment will not be made in the future allows WDE Design to reserve the right to “turn off” the website at any given time past the actual due date. If an amount remains delinquent 60 days after its due date, all files will be removed from the server and no duplication rights or usage will be granted. In the event that collection proves necessary, the client agrees to pay *all fees* incurred by that process. This Agreement becomes effective immediately upon website publishing and clients are encouraged to read Agreement terms carefully and thoroughly and present questions to WDE Design if they should arise. *Please Pay on Time.*

**12. Sole Agreement.** The agreement contained in this “Website Design Contract” constitutes the sole agreement between Amanda Pearson – Webmaster WDE 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 12 months after all parties sign this contract. Continued services at that time will require a new agreement, with payment due one month before contract expires.

**13. Initial Payment and Refund Policy.**

**The total amount of this Agreement 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 Sole Proprietor of WDE Design, 104 W Spring St., Heber Springs, AR 72543, work completed shall be billed at the set rate stated above, and deducted from the initial payment, the balance of which shall be returned to the client. If, at the time of 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 set 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 above also applies to upfront hosting fees. No refunds for hosting will be made after 30 days unless server logs demonstrate that the website was not accessible via a standard Internet browser viewable for a period more than 10% of uptime.

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 Amanda Pearson – WDE Design (authorized signature)**

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