



■ ESTABLISH YOUR VISIBILITY ON THE WEB! ■

WEBSITE DESIGN CONTRACT

Contact Information:

Contact Name: _____

Phone Number: _____ Fax: _____

Company/Client: _____

Address: _____

E-mail: _____

Website Information:

Present URL (if any): _____

New Domain Name(s) requested (if applicable): _____

Other choices if not available: _____

1. Definition of Terms:

- a. WSD: WebSight Designs, a sole proprietorship, located at P.O. Box 88, Kirkland, Washington 98083-0088.
- b. CLIENT: _____
- c. CLIENT's ISP: _____
- d. CONTRACT: This agreement and its attachment(s) as listed below.
- e. ATTACHMENT(s): "Website Design Worksheet" and "Payment Schedule"

2. Authorization.

- a. The above named CLIENT is engaging WSD 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 located on an ISP's computer.
- b. The CLIENT hereby authorizes WSD to access this ISP account, and authorizes the ISP to provide WSD with any necessary "write permission" for the CLIENT's web page directory, cgi-bin directory, and any other directories or programs that need to be accessed for this project.
- c. The CLIENT also authorizes WSD to publicize its completed website to Web search engines as well as other web directories and indexes.

3. Warranties.

- a. WSD represents and warrants to the CLIENT that it has the experience and ability to perform the services required by this CONTRACT; that it will perform said services in a professional, competent and timely manner; that it has the power to enter into and perform this CONTRACT; and that its performance of this CONTRACT shall not infringe upon or violate the rights of any third party or violate any federal, state and municipal laws. However, CLIENT will not determine or exercise control as to general procedures or formats necessary to have these services meet CLIENT's satisfaction.

- b. The CLIENT represents and warrants to WSD that it will provide CLIENT materials as required in a professional, competent, and timely manner; that it has the power to enter into this Agreement on behalf of CLIENT; and that its performance of this CONTRACT shall not infringe upon or violate the rights of any third party or violate any federal, state and municipal laws.

4. Standard Web Site Products and Web Site Hosting Services.

- a. The standard web site development as defined through WSD is as follows:

- 1) Face-to-face/e-mail/phone consultation. (Initial planning/development consultation is free)
- 2) Up to two hours total general Internet orientation, education, marketing strategy, search engine optimization and web design consultation. Telephone long distance charges are in addition to rates quoted. Additional education and consultation is at our hourly rate of \$65.
- 3) Actual web page count and structure for this contract shall be as indicated in the attachment I, Website Design Worksheet.
- 4) Text. Final text shall be supplied by the CLIENT. (250 words per web page approximate maximum if not supplied electronically via diskette, e-mail or CD. Web pages with more than 1,500 words of text may be subject to additional fees for increased formatting time.)
- 5) Links. Up to an average of 5 external links per page, and an e-mail response link on each web page to any e-mail address the CLIENT designates.
- 6) Custom graphics. Company logo or other top-of-page graphic, bullets, lines, colored or textured background as well as two photos or graphics per page is included. Beyond the two photos or graphics per page, an extra charge will apply for scanning services, photography, and graphic design and modification, only as needed.
- 7) Installation of web pages on the CLIENT's ISP host computer.
- 8) A maximum of two revisions to the draft web site will be included at no extra cost to create the look and feel that is desired. Further revisions will be billed at the normal hourly rate of \$65.
- 9) Minor updates and changes to existing web pages for two weeks from completion of web site (includes up to a half-hour per page total, subject to the limits outlined below).
- 10) Initial registration to the top free search engines such as Google, Yahoo and AltaVista. The top search engines will be determined by WSD. At no time does WSD promise or imply that we guarantee CLIENT's web site a certain rating in the search engines.

- b. The standard web site hosting as defined through WSD is as follows:

- 1) WSD is not an Internet World Wide Web service provider. The CLIENT will be connected to and utilize the hardware and software facilities of a third party web hosting company which provides a dedicated server computer that is integrated into the Internet, to establish an Internet Web site.
- 2) Domain name search and advice. If a domain name is needed for the web site, WSD will suggest appropriate names and do a search to ascertain the availability of those names. The determination of a domain name's availability through the domain name registration group "InterNic" does not guarantee it will still be available at the time of registration.
- 3) Domain name registration or transfer. If needed, WSD will complete the necessary forms to register or transfer a domain name with InterNic as selected by the CLIENT. Although WSD will submit forms to register a requested domain name in a timely fashion, WSD does not guarantee the availability of any domain name.
- 4) The sending of spam, or Unsolicited Bulk E-mail (UBE), is not permitted on accounts contracted by WSD.
- 5) Web site hosting includes features and restrictions are as dictated by the contracted hosting company. This information may be updated from time to time and WSD will do its best to inform you of these changes.
- 6) Web site hosting runs from the beginning of this contract for a period of three months (known as quarterly) at which time it will be automatically renewed for each subsequent quarter under the same

agreement and cost set forth in this contract. Yearly contract hosting is available at a discounted monthly rate.

5. **Fees.** WSD will execute this web site design as specified by the CLIENT requirements as terms of this CONTRACT and incorporated in this CONTRACT. In case the CLIENT desires additional standard web pages beyond the original number of pages specified in Attachment I, Website Design Worksheet, the CLIENT agrees to pay WSD an additional \$150 for each additional web page. Graphics or photos beyond the allowed average of two per web page shall be billed at an additional \$10 each. Where custom graphic work (beyond the scope of the "Custom Graphics" detailed above) is requested, it will be billed at the hourly rate of \$80.
6. **Maintenance.** This CONTRACT does not include our maintenance contract. Web page maintenance will be the responsibility of the CLIENT. If a maintenance service agreement is entered into between WSD and the CLIENT, it will be contained within its own document and not connected to this CONTRACT. However, this CONTRACT does include minor modifications and corrections requested within a two-week period up to an average of one hour per page, 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 WSD attempts to update the CLIENT's pages during this time, time to repair the web pages will be assessed at the hourly rate of \$65, and is not included as part of the modification time.
7. **Payment.** All services agreed to in this CONTRACT, shall be sold for the price specified at the end of this document. Preferred payment method shall be by cash, check, or money order, in U.S. dollars, and made payable to "WebSight Designs." Online credit card payment through PayPal is available through the WSD website.
8. **Payment Terms.** Unless otherwise stated in the "Payment" document attached to this agreement, the following standard terms apply.
 - a. A minimum deposit of twenty percent (20%) of the design cost is required to commence work.
 - b. The site will then be put on-line on a draft directory of the CLIENT's ISP or of WSD for the CLIENT's viewing. During this proofing stage, typographical errors, design changes, and other corrections will be made according to the instructions of the CLIENT.
 - c. The quarterly web hosting timeframe begins when the initial deposit is made and the draft site is put on-line, if hosting is on WSD servers.
9. **Completion Date.** WSD and the CLIENT must work together to complete the web site in a timely manner. Much of this depends on receiving the appropriate images and text from the CLIENT. We agree to work expeditiously to complete the web site in a professional and timely fashion.
10. **Assignment of Project.** WSD reserves the right to assign subcontractors to this project to ensure the right fit for the job as well as on-time completion. WSD will be responsible for the final results of the project.
11. **Additional Expenses.** CLIENT agrees to reimburse WSD for any additional expenses necessary for the completion of the work. Examples would be purchase of special fonts, stock photography, etc.
12. **Additional Services.** Any revisions, additions or redesign CLIENT wishes WSD to perform not specified in this document shall be considered "additional" and will require a separate Agreement and payment.
13. **Copyrights and Trademarks.** The CLIENT represents to WSD and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to WSD 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 WSD and its subcontractors from any claim or suit arising from the use of such elements furnished by the CLIENT.
14. **Age.** CLIENT certifies that he or she is at least 18 years of age.
15. **Limited Liability.**
 - a. CLIENT hereby agrees that any material submitted for publication will not contain anything leading to an abusive or unethical use of the Web Hosting Service or Host Server. Abusive and unethical materials and uses include, but are not limited to, pornography, obscenity, nudity, violations of privacy, computer viruses, any harassing and harmful material or uses, any illegal activity, or material advocating illegal activity, and any infringement of privacy or libel.

- b. CLIENT hereby agrees to indemnify and hold harmless WSD from any claim resulting from CLIENT's publication of material or use of those materials. CLIENT hereby agrees to indemnify and hold harmless WSD in any claim resulting from the submission of illegal materials.
- c. If WSD shall acquire an Internet Domain Name on behalf of the CLIENT, then in such case CLIENT hereby waives any and all claims which it may have against WSD, for any loss, damage, claim or expense arising out of or in relation to the registration of such Domain Name in any on-line or off-line network directories, membership lists or registration lists, or the release of the Domain Name from such directories or lists following the termination of the providing of this service by WSD for any reason. The Domain Name remains the property of the CLIENT and any active registration will be transferred to the CLIENT upon WSD service termination.
- d. Under no circumstances, including negligence, shall WSD, its offices, agents, or anyone else involved in creating, producing, or distributing its services, be liable for any direct, indirect, incidental, special, or consequential damages that result from the use of or inability to use WSD's services; or that results from mistakes, omissions, interruptions, deletion, or loss of files or data, errors, defects, delays in operation, or performance, whether or not limited to acts of God, communication failure, theft, destruction, or unauthorized access to WSD's records, programs, or services. CLIENT maintains sole responsibility for data back-ups and restoration. CLIENT hereby acknowledges that this paragraph shall apply to all content on WSD's services.
- e. Notwithstanding the above, CLIENT's exclusive remedies for all damages, losses, and causes of actions whether in CONTRACT, tort including negligence, or otherwise, shall not exceed the aggregate dollar amount that CLIENT paid during the term of this CONTRACT and any reasonable attorney's fee and court costs.

16. Indemnification. CLIENT agrees that it shall defend, indemnify, save and hold WSD harmless from any and all demands, liabilities, losses, costs, and claims, including reasonable attorney's fees, ("Liabilities") asserted against WSD, agents, its clients, servants, officers, and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by CLIENT, its agents, employee, or assigns. CLIENT agrees to defend, indemnify and hold harmless WSD against Liabilities arising out of any injury to person or property caused by any products or services sold or otherwise distributed in connection with WSD's service, any material supplied by CLIENT infringing on the proprietary rights of a third party, copyright infringement, and any defective product which CLIENT has sold from the web site WSD has designed.

17. Laws Affecting 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 WSD and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the CLIENT's use of Internet electronic commerce.

18. Copyright to Web Pages. Copyright to the finished, assembled work of web pages produced by WSD is owned by WSD. 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 are specifically not transferred to the CLIENT, and remain the property of their respective owners. WSD and its subcontractors retain the right to display graphics and other web design elements as examples of their work in their respective portfolios.

19. Authorship Credit. CLIENT may select that WSD includes a byline and link on the bottom of their web page establishing authorship credit. This byline is upon agreement by both CLIENT and WSD and must be removed at any time upon written request by WSD.

20. Non-Disclosure. WSD, its employees, and subcontractors agree that, except as directed by CLIENT, it will not at any time during or after the term of this CONTRACT disclose any Confidential Information to any person whatsoever.

21. Cancellation. In the event that work is postponed or canceled at the request of the CLIENT by registered letter, WSD shall have the right to bill pro rata for work completed through the date of that request, while reserving all rights under this CONTRACT. If additional payment is due, this shall be payable within thirty days of the CLIENT's notification to stop work. In the event of cancellation, the CLIENT shall also pay any expenses incurred by WSD and WSD shall own all rights to the Work. The CLIENT shall assume responsibility for all collection of legal fees necessitated by default in payment.

22. Refund Policy. If the CLIENT applies by a registered letter for a refund within fifteen (15) days of signing this CONTRACT, work already completed shall be billed at the hourly rate of \$65 and deducted from the initial payment.

If the work that has been completed is beyond the amount covered in the initial payment, the CLIENT shall be liable to pay for all work completed at the hourly rate of \$65.

23. **Arbitration.** Any disputes in excess of \$1,000 (or the maximum limit for small claims court) arising out of this CONTRACT shall be submitted to binding arbitration before the Joint Ethics Committee or a mutually agreed-upon Arbitrator pursuant to the rules of the American Arbitration Association. The Arbitrator's award shall be final, and judgment may be entered in any court having jurisdiction thereof. The CLIENT shall pay all arbitration and court costs, reasonable attorney's fees and legal interest on any award or judgment in favor of WSD.

24. **Payment of Fees.** In order for WSD to remain in business, payments must be made promptly. Invoices are due upon receipt. 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. WSD 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 CONTRACT becomes effective only when signed by WSD. Regardless of the place of signing of this CONTRACT, the CLIENT agrees that for purposes of venue, this CONTRACT was entered into in King County, Washington, and any dispute will be litigated or arbitrated in King County, Washington. Please pay on time.

25. **Entire Understanding.** This CONTRACT constitutes the sole agreement between WSD and the CLIENT regarding its Web Design Service. It becomes effective only when signed by both parties. This CONTRACT shall be governed and construed in accordance with the laws of the State of Washington. The parties agree that if any part, term, or provision of this Agreement shall be found illegal or in conflict with any valid controlling law, the validity of the remaining provisions shall not be affected thereby.

The undersigned agrees to the terms of this CONTRACT on behalf of his or her organization or business.

On behalf of the CLIENT:

_____ Date: _____

On behalf of WSD:

_____ Date: _____

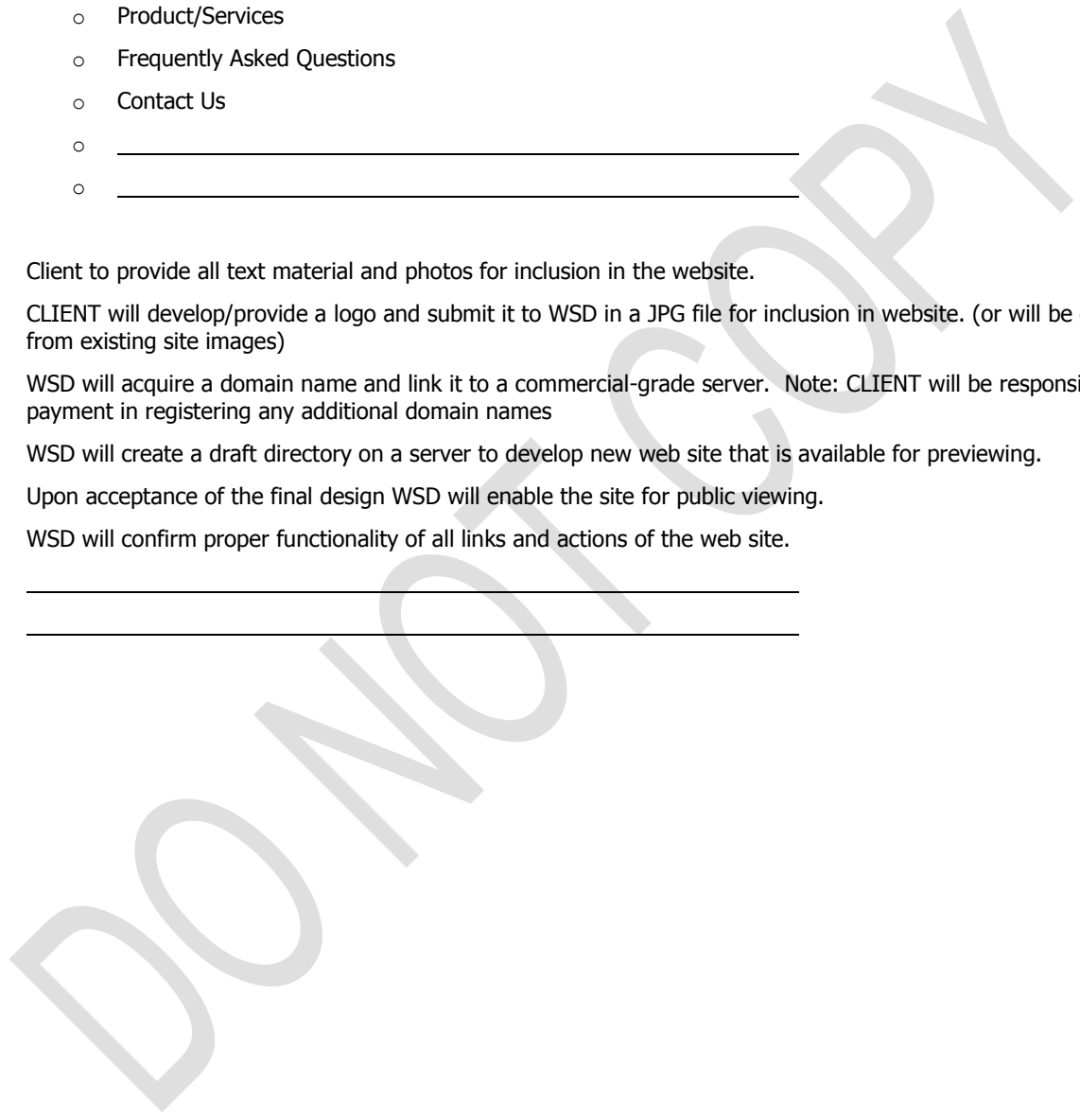
Attachment I

WEBSITE DESIGN WORKSHEET

In conjunction with the contract, the following outlines the details for the Web site design work.

- Pages
 - Homepage
 - About Us
 - Product/Services
 - Frequently Asked Questions
 - Contact Us
 - _____
 - _____

- Client to provide all text material and photos for inclusion in the website.
- CLIENT will develop/provide a logo and submit it to WSD in a JPG file for inclusion in website. (or will be created from existing site images)
- WSD will acquire a domain name and link it to a commercial-grade server. Note: CLIENT will be responsible for payment in registering any additional domain names
- WSD will create a draft directory on a server to develop new web site that is available for previewing.
- Upon acceptance of the final design WSD will enable the site for public viewing.
- WSD will confirm proper functionality of all links and actions of the web site.
- _____
- _____



Attachment II

PAYMENT SCHEDULE

\$ _____ **total cost*** for entire web design project

\$ _____ Total at beginning, upon signing of contract

Includes:

- \$ _____ Hosting setup fee
- \$ _____ Domain name registration (good for two years)
- \$ _____ \$ 15 per month x three (3) months of web hosting
- \$ _____ 50 percent of design work in advance

\$ _____ Balance due upon completion of website design

Includes:

- \$ _____ 50 percent of design work upon completion
- \$ _____ \$ 150 Master Builders Association member discount
- \$ _____ \$ 150 Professional Networking Association member discount

* including any valid discount

** Payment plan is available by negotiation. A minimum deposit of twenty percent (20%) of the total design cost is required to commence work on a mutually agreed plan.