

# GraphiX Web Design

## Web Design and Hosting Contract

This CONTRACT including its attachment of the Web Design Proposal dated today: \_\_\_\_\_ provides CLIENT and GraphiX Web Design with a formal, binding understanding and agreement to purposes and goals. The terms follow:

**1. Engagement.** ("CLIENT") is engaging GraphiX Web Design, located at 1030 College Ave, Suite 3, Wheaton, Illinois 60187, as an independent contractor for the specific project of designing and implementing a web site for installation at GraphiX Web Design Web Hosting Facility.

**2. Warranties.** GraphiX Web Design represents and warrants to 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. The CLIENT represents and warrants to GraphiX Web Design that it will provide CLIENT materials as required in a professional, competent, and timely manner; that it has the power to enter into this CONTRACT 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 or municipal laws.

### 3. Web Design Contract Components.

**Design Consultation.** One design consultation is included in this contract usually prior to preparation of the proposal. The purpose of this consultation is to discover client needs and plan the web site design using the Web Design Quote sheet. Additional consultations will be charged at an hourly rate of \$50 and are not included in this contract. These consultations may be in person or by phone.

**Textual Content.** Textual content will be supplied already composed and typed by CLIENT in digital format. CLIENT may elect to hire GraphiX Web Design for copy writing services outside of this CONTRACT at a rate of \$30 per hour.

**Photographs.** Photographs will be supplied by CLIENT in digital or print format. Scanning in excess of three photographs per page is in addition to the price set forth in this contract and will be billed at \$10.00 per scanned image. CLIENT may elect to purchase stock photographs to be used on the web site. GraphiX Web Design can suggest vendors of stock photography. Time spent by GraphiX Web Design searching for appropriate stock photographs is in addition to the price set forth in this contract and will be billed at an hourly rate of \$50.

**Graphical Content.** Each page to contain company logo if desired by CLIENT. Logo is to be provided by CLIENT. CLIENT may elect to hire GraphiX Web Design to design a logo outside of this contract at an hourly rate of \$50. Other graphics can include custom designed navigation, buttons, lines, bullets, and rollovers. GraphiX Web Design will prepare a draft layout containing proposed custom designed graphics. CLIENT. A maximum of three revisions to the draft layout 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 \$50.

**Links.** GraphiX Web Design will add links to external sites and pages when appropriate, at the request of the client.

**Upload.** Development of website will take place on the GraphiX Web Design server. GraphiX Web Design will host website at current rates billed annually unless client chooses to use their own web hosting, we will then upload the completed website to the CLIENT'S contracted web hosting account upon receipt of final payment from CLIENT.

**Minor Updates and Changes.** Minor updates and changes to existing web pages are included for up to 30 days following completion of website. Minor updates and changes are defined as 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 any agent other than GraphiX Web Design attempts to update the CLIENT's pages

during this time, time to repair the web pages will be assessed at the hourly rate of \$50 for HTML and \$50 for programming and is not included as part of the modification time.

**Change Orders.** After this CONTRACT is signed any major changes to the proposed design will require a CHANGE ORDER which will become an addendum to this contract. Major updates and changes are defined as adding additional pages, custom graphics and/or functionality to the site outside of what is outlined in the proposal and initial design layout.

**E-mail.** Response links to an email address specified by CLIENT can be included on any page as requested by CLIENT.

**4. Post-Launch Additions.** The addition of web pages, graphics, functionality, photos and any other content after the completion and launch of the website will require a separate proposal and contract.

**5. Maintenance and Hourly Rate.** CLIENT may contract GraphiX Web Design to provide maintenance services for the website after the two week minor update period has expired. Maintenance services are available by the hour (@ \$50 per hour or current rate charged by GraphiX Web Design which ever is greater) or by separate maintenance agreement.

**6. Submitted Content.** GraphiX Web Design will endeavor to meet specified deadlines laid out in the web design Quote sheet. Client will be bound to the dates set out there. Please make every effort to submit completed content and approvals by agreed upon deadlines. GraphiX Web Design will not be responsible if target launch date cannot be met due to late submission of materials by Client.

**7 . Web Hosting.** GraphiX Web Design will provide web hosting under the terms and prices listed at [www.digitalbackups.com](http://www.digitalbackups.com) and Client understands that the use of any other web hosting services require a separate contract with that web hosting service and the web hosting service must allow GraphiX Web Design full access to the web site and cgi-bin directory via FTP. If ASP programming will be utilized on CLIENT's site the server will need to be running in an Microsoft NT environment with ASP server extensions properly installed. (Any issues with other web hosting companies that GraphiX Web Design has to work out, will be billed at \$50.00 per hour)

**8 . Launch Date.** GraphiX Web Design and Client must work together to complete the elements of the web site in a timely manner. We agree to work expeditiously to complete the web site by Target Date Here, subject to date of receipt of signed contract and all materials from Client. Otherwise, this site shall be completed in number of weeks or days from the date of signing this contract.

**9 . Payment Schedule.** Fees to GraphiX Web Design are due and payable on the following schedule.

- 1/2 due upon signing this contract
- Balance due upon completion of web site. (Client delays will not effect final payment date)

All payments will be made in US funds. GraphiX Web Design promises to complete all work by this date, subject to approval and receipt of all materials from Client. All final payment shall be due on agreed-upon date, regardless of delays by Client. However, if GraphiX Web Design is delayed due to circumstances beyond his or her control, contract completion and required final payment will be postponed to a new agreed-upon date. At that new date, all fees will be due.

**10 . Third Party Consultants and Sub-Contractors.** GraphiX Web Design reserves the right to contract third party consultants with the approval of Client to the right fit for the job as well as on-time completion.

**11. Legal Issues.** GraphiX Web Design does not guarantee that the functions contained in the web pages or the web site will meet the Client's requirements or that the operation of the web site will be uninterrupted or error-free. The entire risk as to the quality and performance of the web site and pages therein is with the client. In no event will GraphiX Web Design be liable to Client or any third party for damages, including lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate this web site and any other web pages, even if GraphiX Web Design has been advised of the possibilities 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.** Client represents to GraphiX Web Design and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to GraphiX Web Design for inclusion in the web site are either owned by Client, or that Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend GraphiX Web Design from any claim or suit arising from the use of such elements furnished by Client.

**13. Copyright to web pages.** When final payment is received and web pages are published to Client's web host account the Copyright to the pages will be as follows: Logos, banners, buttons and other graphics created by GraphiX Web Design, for Client, are owned and copyrighted by GraphiX Web Design. GraphiX Web Design is not required to keep or provide client with native source files used in the creation of these graphics. Content and photographs provided by Client are owned and copyrighted by Client or respective owners who have granted use rights to Client. HTML code and server side and browser side scripting is owned by GraphiX Web Design and its licensors and is licensed to Client for use on this web site only. Client is not permitted to use these scripts elsewhere or sell them to a third party. GraphiX Web Design reserves the right to display and link to completed web site as part of a web design portfolio.

**14. Payment of Fees.** In order for GraphiX Web Design to remain in business, payments must be made in a timely manner. Payments are due by the dates outlined in this contract or web design quote sheet. Outstanding balances that are 30 days past due will be assessed a late fee of 1.5% per each month of delinquency. GraphiX Web Design reserves the right to remove web pages from viewing on the internet until final payment is made. In case collection proves necessary, Client agrees to pay all fees incurred by that process. This agreement becomes effective only when signed by GraphiX Web Design. Regardless of the place of signing of this agreement, Client agrees that for purposes of venue, this contract was entered into in Wheaton, Illinois, and any dispute will be litigated in Wheaton, Illinois. Please pay on time.

**15. Sole Agreement.** The agreement contained in this "Web Design Contract" constitutes the sole agreement between GraphiX Web Design and Client regarding this web site. Any additional work not specified in this contract or web design quote sheet must be authorized by 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 date will require a new agreement.

**16. Initial Payment and Refund Policy.** This contract becomes binding with an initial payment in the amount of 1/2 of total amount of contract. If Client halts work and applies by registered letter for a refund within thirty days of date of contract, work completed shall be billed at the hourly rate stated (\$50.00 per hour), and deducted from the initial payment, the balance of which shall be paid back to Client. If, at the time of request for refund, work has been completed beyond the amount covered by the initial payment, 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.

**17. Price \$ \_\_\_\_\_** USD or as emailed. 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 \_\_\_\_\_

GraphiX Web Design (authorized signature):

\_\_\_\_\_ Date \_\_\_\_\_