

# Gig Harbor Design

YOUR WEBSITE AND BUSINESS GRAPHIC DESIGN SOLUTION

5114 Point Fosdick Dr. NW # E-153 ~ Gig Harbor, WA 98335 - USA

Phone: 253.235.1800

Website: www.GigHarborDesign.com Email: info@GigHarborDesign.com

## WEBSITE DESIGN CONTRACT

This contract is for the design of a new website.

This contract is for re-design or updates to existing website.

### Client Information:

Company / Client: \_\_\_\_\_

Phone: \_\_\_\_\_ FAX: \_\_\_\_\_

Clientized Representative of the Client: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Zip Code: \_\_\_\_\_ Country: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

### 1. Authorization.

The above-named Client (hereinafter referred to as " Client ") is engaging *Gig Harbor Design*, as an independent contractor for the specific purpose of designing or re-designing/adding on to 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 refer to as " Hosting Service ", or provided on diskette at the Client's option. The Client hereby authorizes *Gig Harbor Design* to access this account, and authorizes the Hosting Service to provide *Gig Harbor Design*, with 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. The Client also authorizes *Gig Harbor Design* to submit the completed Web Design Project to major Web Search Engines.

### 2. Development.

This Web Design Project will be developed using Adobe Dreamweaver and Adobe Photoshop and other tools.

#### *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. Gig Harbor Design represents and warrants that the web site we design for you will work in:

Microsoft® Internet Explorer versions 5 and up

Netscape Navigator/Communicator version 4 and up

While *Gig Harbor Design* will make reasonable efforts to design a fully-functional web site, *Gig Harbor Design's* warrantee does not cover AOL, text-based browsers or requested special effects that we have advised you against.

### 3. Assignment of Web Design Project.

*Gig Harbor Design* 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 if necessary.

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**4. Copyrights and Trademarks.** The Client unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to *Gig Harbor Design* 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 *Gig Harbor Design* 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.

#### **5. Web Site Maintenance.**

This agreement allows for minor web site maintenance to pages of your web site, including updating links and making minor changes to a sentence or paragraph. It does not include replacing nearly all the text from a page with new text, major page reconstruction, new pages, guest books, navigation structure changes, repairs of attempted updates by Client. This service is available from the date the Client's web site is available to be published to Client's hosting service. Major page code and/or graphics changes and additions will be charged at the hourly rates.

We will continue to do updates, additions and changes as required by Client, billable monthly at **\$45** an hour with no minimum billing for any billing cycle. Client pays only for work done.

#### **6. Completion Date.**

*Gig Harbor Design* 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 as quickly as possible upon receipt of Clients text and graphic materials. We are not responsible for delays due to Client not responding in a timely manner to email questions that slow the completion of the website.

#### **7. Project Delivery.**

The final web site design project will be published to the Client's hosting service upon receipt of final payment or delivered via diskette upon the receipt of full payment. The Client understands that *Gig Harbor Design* does not provide any hosting services in connection with this Web Design Project. Hosting services require a separate contract with the hosting service of the Client's choice. The Client agrees to select a hosting service which allows *Gig Harbor Design* access to the Client's account via FTP (File Transfer Protocol). The Client will be solely responsible for any and all hosting service charges.

Publishing by *Gig Harbor Design*:

- 1) There is no charge to publish the site if the hosting service is UNIX based and does not have FrontPage® extensions installed.
- 2) If the hosting service has FrontPage® extensions installed and the extensions are not configured correctly to support publishing/FrontPage®98 functionality, *Gig Harbor Design* charges at its then hourly rate for the effort involved to resolve whatever problems may arise.

#### **Delivery via Diskette:**

The Client assumes all responsibility for the use and functionality of the Web Design Project.

#### **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 *Gig Harbor Design* and its subcontractors from any claim, suit, penalty, tax, fine, penalty, 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.

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

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Copyright to the finished web design site produced by *Gig Harbor Design* will be owned by *Gig Harbor Design*. 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. 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. *Gig Harbor Design* retains 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 *Gig Harbor Design's* Web Site.

### 10. Payment Schedule.

Payment for services provided hereby shall be made in accordance with the conditions contained in this contract, attached hereto and made a part of this agreement hereof. Notwithstanding any prices listed in literature or on Web pages, the Client and *Gig Harbor Design* agree that the services described in this contract, the hourly rate is **\$45**. The Client agrees to pay to *Gig Harbor Design* an initial, approximate deposit of 50% of the estimated total cost upon start of the project. Final payment is due prior to publication and/or delivery of the Web Site Design Project. All amounts must be in U.S. Dollars and are payable through Paypal only unless other arrangements are made ahead of time. Deposits and hours purchased are non-refundable.

### 11. Payments.

Payments must be made promptly based on the terms of this Web Site Design Project. *Gig Harbor Design* reserves the right to remove any Web Design Project from viewing on the Internet until final payment is made. In case collection proves necessary, the Client agrees to pay all fees (including all attorney's fees and court costs) incurred by that process. This agreement becomes effective only when signed by *Gig Harbor Design*. Furthermore, the Client waives any right to or claim of sovereign immunity. Adding of Meta Tags (Description and Keywords) and the submission of the Web Design Project to Web search engines and updating occur only after the full final payment is made. All payments will be made in U.S. Dollars and are payable through Paypal only unless other arrangements are made ahead of time. Deposits and hours purchased are non-refundable.

### 12. Legal Notice.

Notwithstanding anything to the contrary contained in this contract, neither *Gig Harbor Design* nor any of its employees or agents, warrant that the functions contained in the Web Design Project will be uninterrupted or error-free. The entire risk as to the quality and performance of the Web Design Project is with the Client. In no event will *Gig Harbor Design* be liable to the Client or any third party for any damages, including, but not limited to, service interruptions caused by Acts of God, the Hosting Service or 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, your or your site visitor's computer or Internet software.

### 13. This Agreement.

This agreement constitutes the sole agreement between *Gig Harbor Design* and the Client regarding this Web Design Project. Any additional work not specified in this contract or any other amendment or modification to this contract must be authorized by a written request signed by both Client and *Gig Harbor Design*. All prices specified in this contract will be honored for 6 months after both parties sign this contract.

