



Webb Grafix Design Solutions Contract for Services

Contact Name _____

Contact Phone _____ FAX _____

E-mail address _____

Company / Client Name: _____

Company Address: _____

City _____ State _____ ZIP _____ Country _____

Client Address: _____

City _____ State _____ ZIP _____ Country _____

Client/ Company Phone (if different than above listed): _____

Present WWW URL (if any):

http://www. _____

Ftp Address or hostname : _____ server: _____

Username _____ Password _____

Our commitment is to the client. One way is to make our understandings with each other clear and concise. The terms of our agreement together are as follows below:

1. Authorization.

The above-named client is engaging Webb Grafix Design Solutions (referred to as Webb Grafix hereafter), a sole proprietor, located in Lakewood, WA 98499, as an independent contractor for the design requirements listed hereinafter. The client hereby authorizes Webb Grafix to access any account(s), and authorizes the web hosting service to provide Webb Grafix 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 Webb Grafix to publicize their completed website to web search engines, as web directories, indexes and free and paid advertising and marketing services. If payment is required for submission to any web search engines, it is the responsibility of the client to secure payment before proceeding with the submittal to search engines.

2. Standard Website Package Elements.

(For Standard Website Packages Only) Webb Grafix includes the following elements in their Standard Website Packages:

- **E-mail/phone consultation** (Up to 2 hours total general Internet orientation education, marketing strategy, Web design consultation, and helping clients learn to use their own web page editor to update an existing site or site I create. Telephone long distance charges are in addition to package rates quoted. Additional education and consultation is at our hourly rate.)
- **Words of text** supplied by the client (200 words per page approximate maximum if not supplied via diskette. web pages of more than 1,200 words of text may be subject to additional fees, especially if they require a great deal of formatting.) *Webb Grafix does not supply your text for site content.
- **Links** to external pages, up to an average of 2.5 per page.
- **Custom Graphics Package.** Master graphic on first page (such as a simple custom graphic incorporating company logo). Top-of-page graphic for all other pages in your website. Colorful lines and bullets, and colored and textured background. Any and other agreed upon design elements or graphical inclusions.
- **Photos and other misc. graphic images** supplied by client (up to an average of 3 included per page in standard websites and "regular" online store pages, in addition to masthead and top-of-page graphic. Color originals larger than 5" x 8" are extra). *If not supplied by the client, additional pricing may incur.
- **Installation** of web pages on the client's web hosting service.
- **Minor updates and changes** to existing web pages for six months, subject to the limits outlined below. Additional changes billed at our set hourly rate. For online stores, this includes only "regular" pages, not product pages or the ordering system pages.
- **Site publicity** to at least a dozen major Web search engines, such as Google, Yahoo, AltaVista, InfoSeek, WebCrawler, Lycos, MSN, etc.
- **E-mail response link** on each web page to any e-mail address the client designates.
- **Image/ Site Map** for internal navigation (Not included in the package price for sites smaller than 6 pages.)

3. Standard Website Packages only.

The content of the web pages will be supplied by the client and executed as specified by the client in the "Website Planning Worksheet", or "Initial Planning Session" notes dated _____. This website includes up to _____ web pages. In case the client desires additional standard web pages beyond the original number of pages

specified above, the client agrees to pay Webb Grafix an additional \$ 100 for each additional Web Page. Any graphics or photos beyond the allowed average of 3 per web page shall be billed at an additional \$20 -\$ 100 (determined upon contract signing) each. Where custom graphic work (beyond the scope of the "Custom Graphics Package" detailed above) is requested, it will be billed at the hourly rate specified below. The store size and additional services, and prices of each are detailed on the attached estimate.

We include e-mail/phone consultation of up to 2 hours total general Internet orientation education; marketing strategy, web design consultation, and helping clients learn to use the store software. Additional education and consultation will be billed at our hourly rate and applies after design work is commenced and paid in full.

Product web pages, products, or photos added after the store is ready for advertising to the web search engines will be calculated for actual time spent at the hourly rate specified below.

4. Online stores only.

(Cross out this section for Standard Website Packages.) The text and graphic content of the web pages will be supplied by the client and executed as specified by the client in the "Web Page Planning Worksheet" dated _____. It is understood that total prices calculated below are likely to vary from the final amount due to different quantities of products, categories, photos, regular pages, etc. in the final store. An estimate from Webb Grafix dated _____ is attached to this document and governs the prices for this contract. Notwithstanding any prices listed in literature or on web pages, the client and Webb Grafix agree that the services described above in this section shall be completed for \$_____ and upon this amount the first payment shall be determined. The final payment shall reflect and include all elements actually completed at the prices attached.

5. Maintenance and Hourly Rate.

This agreement includes minor web page maintenance to regular web pages over a three-month (90 day) period, including updating links and making minor changes to a sentence or paragraph. It does not including removing nearly all the text from a page and replacing it with new text, or any other major graphical element change. If the client or an agent other than Webb Grafix authorized employee or representative attempts updating the client's pages, time to repair web pages will be assessed at the hourly rate, and is not included as part of the updating time. The three-month maintenance period commences upon the date the client signs this contract.

Changes requested by the client beyond those limits will be billed at the hourly rate of \$ 45 (forty-five dollars) per billable hour. This rate shall also govern additional work authorized beyond the maximums specified above for such services as general Internet orientation education, marketing consulting, web page design, editing, modifying product pages and databases in an online store, and art, photo, graphics services, and helping clients learn how to use their own web page editor. CGI programming charges (if any) are not included in this rate.

6. Changes to Submitted Text.

Please send me your **final text within 7 days of contract signing**. Time required to make substantive changes to client-submitted text after the web pages have been constructed will be additional, billed at the hourly rate.

7. Web Hosting.

The client understands that any web hosting services require a separate contract with a web hosting service. The client agrees to select a web hosting service which allows Webb Grafix full access to the website and a cgi-bin directory via FTP.

8. Completion Date.

Webb Grafix 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

If the client does not supply Webb Grafix complete text and graphics content all web pages contracted for within six weeks of the date this contract was signed, the entire amount of the contract becomes due and payable. If the client has not submitted complete text and graphics content within two months after signing of this contract, an additional continuation fee of 10% of the total contract price will also be assessed each month until the website is advertised.

9. Payment of Fees.

Fees to Webb Grafix are due and payable on the following schedule (unless agreed upon and amended in writing upon contract signing): 50% upon signing this contract, 50% when the web pages have been constructed according to the client's original written specifications. If the total amount of this contract is less than \$500, the total amount shall be paid upon signing this contract. In case the client has not secured Web space on a web hosting service by the time the web pages are completed, the web pages may be delivered to the client on diskette or attached to an e-mail message. Advertising the pages to web search engines and updating occur only after the final payment is made. **All payments will be made in US funds.**

10. Monthly Payments:

Monthly payments are due by the 5th calendar day per month unless otherwise specified. All Monthly payments shall have a set date for monthly payment installment and contracted amount, prior to contract agreement. If monthly payments are set and agreed upon between designer and client; payment of ¼ of the total initial quoted (set or contracted rate) design pricing applies to retain Webb Grafix design, advertising, or marketing services.

11. Late Fees: In order Webb Grafix to remain in business, payments must be made promptly. 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. Webb Grafix 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 agreement becomes effective only when signed by Webb Grafix (designer, or company representative). Regardless of the place of signing of this agreement, the client agrees that for purposes of venue, this contract was entered into in Pierce County, Washington, and any dispute will be litigated or arbitrated in Pierce County, Washington. Please pay on time.

In Addition, After 7 days (1 week) or non-payment and no prior arrangements, any and all web content that is available online will be locked, pulled offline, blurred, or otherwise disabled, until payment is made. Once payment is made, in verifiable funds, all content will be unlocked and/ or restored to the server.

Furthermore, after 30 days of non-payment and no prior arrangements all content including design work, website content, hosting, maintenance, advertising, and/ or marketing content being held by Webb Grafix will be taken off of the appropriate vendor sites, including all links, materials (electronic or printed) until payment has been made. Late fees will also start being assessed at this point. After ninety calendar days all payments, including late fees, are considered due in full regardless of complete or incomplete design status.

12. Assignment of Project.

Webb Grafix reserves the right to assign subcontractors to this project to insure the right fit for the job as well as on-time completion.

13. Appointments:

We do our best to set client appointment(s) around individual schedules and try to accommodate everyone. Our normal operating hours are Mon- Sat 8 am-6pm. We realize that these hours do not work for everyone and do our best to accommodate what works best for the client. All scheduled appointments will be set based upon initial arrangements. If the client is more than a half an hour late to a scheduled appointment without calling, an assessment/ late payment charge of \$45 (fourty-five dollars), which equates to one billable hour of our time for each no call, no show appointment.

14. Legal Stuff.

Webb Grafix does not warrant that the functions contained in these web pages or the Internet website will meet the client's requirements or that the operation of the web pages will be uninterrupted or error-free. The entire risk as to the quality and performance of the web pages and website is with client. In no event will Webb Grafix be liable to the client or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate these web pages or website, even if Webb Grafix has been advised of the possibility of such damages. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed several from this agreement and shall not affect the validity and enforceability of any remaining provisions.

15. Copyrights and Trademarks.

The client represents to Webb Grafix and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Webb Grafix 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 Webb Grafix and its subcontractors from any claim or suit arising from the use of such elements furnished by the client.

16. Laws Affecting Electronic Commerce:

From time to time governments enact laws and levy taxes and tariffs affecting Internet 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 Webb Grafix and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the client's exercise of Internet electronic commerce.

17. Copyright to WebPages:

Copyright to the finished, assembled work of web pages or content produced by _____(designer) is owned by Webb Grafix. 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 or design. Webb Grafix and its subcontractors retain the right to display graphics and other web design elements as examples of their work in their respective portfolios. Furthermore, Webb Grafix owns the rights to design work, creation, custom graphics, photos from our database, and all other content not given to Webb Grafix by the contracted client, company, or organization. Webb Grafix does not own copy, text, images, or copyright to ideas or content supplied by the contracted party, representative, or organization.

18. Sole Agreement:

The agreement contained in this "Contract for Services" constitutes the sole agreement between Webb Grafix 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 six (90) days after both parties sign this contract. Continued services after that time will require a new agreement.

19. Initial Payment and Refund Policy:

The total amount of this contract 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 Webb Grafix Design Solutions, (9620 Maple Ave SW, Lakewood WA 98499 | 253-571-8326), *work completed shall be billed at the hourly rate stated above, and deducted from the initial payment, the balance of which shall be returned to the client. If, at the time of the 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 hourly rate stated above.*

Furthermore, after initial planning session, contract signing and initial payment/ down payment amount is applied toward any and all stated and unstated contracted design services. The contract is considered valid, legal, binding, and deposit is applicable to design services which can include, but is not limited to: research, advertising and marketing planning, design mock-up's, design work, quote(s), email and phone consultation time, driving time (if for more than 20 miles), and/ or multiple planning sessions or meeting(s). Initial deposit covers the beginning stages of the design work, contract inclusions, design revisions, added services; down payment is considered a retainer for design services and will be applied toward any and all services. Contracted services, client needs, and amount of work carried out by contract signing can differ immensely from one client to another.

20. Deposit and Initial Payment:

Deposit for Business Branding Package (which includes; logo, colors, typeface, and business cards... one of the following; flyer(s), brochure(s), magazine, phone book, or other ad, and website design. - \$500-\$1100

***Ongoing site maintenance, photography, animation, or other multimedia not included unless stated other wise (above).**

Deposit for website creation/ web maintenance, other web work(s), flash, multimedia, photography or animation – half down upon contract signing. Deposit for print work such as brochure, flyer, postcard, business cards, or other advertisement - \$150-\$300
Deposit for logo, branding, image restoration, or other graphic design - \$100-\$200

No portion of this initial payment/ deposit will be refunded unless written application is made within 30 days of signing this contract. Refund requests will be considered but not guaranteed.

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

On behalf of the client::

Client or Representative of Company (authorized signature):

Signature: _____ Date _____

Printed Name: _____

On behalf of Webb Grafix, Design Solutions:

Donelle Vance-Owner/Designer (or authorized company representative)

Signature _____ Date _____

Printed Name: _____