

Contract for Web Site Design

Eventide Web Design's goal is to provide an enjoyable, easy experience for the client during the development period. One way to do this is to make clear our understandings with each other. These are the terms of our agreement together:

1. Authorization – The client, as named on the Information Worksheet at the end of this contract, is engaging Eventide Web Design, a limited liability company, located at 13653 County Road 25, Villard, MN 56385-2271, as an independent contractor for the specific purpose of developing a Web site to be installed on a Web server purchased/leased by the client. The client hereby authorizes Eventide Web Design to access this account, and authorizes Eventide full access to the Web host directory for which the client is paying and on which the Web site will be hosted, for the duration of the services Eventide Web Design will be providing to the client under this contract. The client further understands that s/he may be required to provide account details (login information, account numbers, etc) so that Eventide is able to access the hosting server to handle databases, email setup, etc.

2. Standard Web site Package – Eventide includes the following in the Standard Web Site Package:

- **A number of Web pages** as specified on the Website Planning Worksheet and/or on the Information Worksheet below
- **Text** as supplied by the client. Each Web page exceeding 1,000 words of text will incur additional fees
- **Photos and other graphic images** supplied by client, up to 15 images per Web page, in addition to any header graphic (or similar). Web pages exceeding 15 images will be subject to additional fees. "Images" include clip art, photos, GIFs, JPGs, Flash animation – generally anything other than text and lines.
- **Installation** of web pages on the client's chosen web hosting service.
- **Search Engine Submission** to the major Web search engines, including, but not limited to Google, MSN, and Yahoo
- **E-mail/phone consultation** – If the client will not be retaining Eventide Web Design after Final Delivery of the Web site, Eventide will conduct up to one hour of orientation. Instruction will include file management, adding, deleting, and editing accounts, and email management. Any additional training and consultation is at the rate of \$30 per hour
- **Minor changes** to the Web site for **fourteen days** after the date of Final Delivery. "Minor changes" include such things as typographical errors, changes in a few words to a few of lines of text, **minor** repositioning of page elements, etc. Any changes beyond that scope and not specifically defined in the Website Planning Worksheet and/or in this Contract will incur a fee of \$30 per hour or \$75, whichever is higher, for each page that requires changes exceeding 50% of the content at the point of Final Delivery.

3. Fees – The content of the Web pages will be supplied by the client and executed as specified by the client in the Website Planning Worksheet and Website Content Worksheet.

Additional Content - During the development of the Web site the client may request additional content not specified in the original contract. Any additional content, features, etc. to be added may incur additional fees that will be added to the original estimate at the time of request. Eventide will provide an amended estimate with approval required by the client prior to such additional work commencing.

Third-Party Charges - Any costs incurred on Eventide that are not defined in the estimate and caused by the requirements of development of the contracted Web site (including, but not limited to, the purchase of stock photos, images, the purchase of third-party software for the Web site, etc) or requested by the client will be **pre-authorized** by the client for purchase by Eventide. Such costs will be added to the remaining balance due upon Final Delivery. Alternately, the client may opt to purchase the required item or service and provide it to Eventide.

4. Design, Development, and Delivery Process

a. Design – Initially Eventide will discuss with the client a general structure for the Web site and work towards a final layout concept. Although Eventide strives to provide quality work that the customer will be happy with, the client is not allowed unlimited revisions. If, after two major revisions ("major revision" being defined as a version significantly different in text and/or image content than previously submitted by Eventide to the client) the client does not agree upon a final version of any one Web page, Eventide Web Design reserves the right to decide upon a final version for any given Web page. All desired text and image content must be submitted to Eventide during this design phase.

The client understands that s/he will provide all content (text, images, etc) in electronic and/or physical form within thirty (30) days of the date this contract is signed and returned to Eventide. After thirty days Eventide will assume all content has been submitted and will not be required to include any content submitted after this period.

b. Development – During the Development process, Eventide will have all of the client’s Web site content on Eventide’s server. Eventide will provide a username and password for the client to use to access his/her Web site while development is in progress.

Accessing the Site Under Development - Eventide understands that what is planned “in your head” and on paper can be very different from what you see when it is on the Internet. During the Development phase, the client may request revisions as a result of actually seeing the content on the Web. If the client requests that pages be added or subtracted to the number of Web pages specified in this contract, the per-page fee, as defined under this contract will be added to or subtracted from the balance of this contract, as appropriate.

Custom Graphics – Original, custom graphic work (logos, Web banner, or Flash animation of any kind) is sub-contracted to a business partner of Eventide’s choosing. The completed product will be turned over to the client as their own work, with full ownership and copyright. Any and all fees associated with obtaining the custom graphics will be the sole responsibility and will be added to the final balance of the contracted Web site.

Changes to Submitted Text – Please send us your **complete and final text**. Time required to rework entire Web pages after development of the Web site has begun will either be charged at our hourly rate or the per-page fee, as deemed necessary by Eventide.

Completion Date – Eventide Web Design and the client must work together to complete the Web site in a timely manner. Eventide agrees to work expeditiously to complete the Web site no later than the date specified on the contract information sheet, if one is provided.

Content Not Submitted - If the client does not supply Eventide complete text and graphics content for all Web pages contracted for within thirty days of the date this contract was signed, the continuance of the contract will be at the sole discretion of Eventide Web Design, and Eventide has the right to declare the contract null and void. IF THIS HAPPENS AFTER DEVELOPMENT OF THE WEB SITE HAS BEGUN, THE 10% DOWN PAYMENT IS **NON-REFUNDABLE**. Eventide Web Design holds copyright to any work and content completed by Eventide up to that point and will remain the property of Eventide Web Design. The customer will have no rights to any content produced by Eventide that is not part of the Final Delivery product.

c. Delivery – Final Delivery of the Web site is defined as the moment at which Eventide provides the entire set of files that comprise the project, as defined under this contract, to any person, company, or other entity at the client’s request. The project files will not be released from Eventide’s control except as a whole package – no individual files will be released separate from the set of project files except under prior agreement between the client and Eventide. THE CLIENT UNDERSTANDS THAT UPON FINAL DELIVERY, AS DEFINED ABOVE, HE OR SHE IS SATISFIED WITH THE CONTRACTED WORK AS IS.

Final Delivery signifies the completion of Eventide Web Design’s services with regards to satisfying this contract, with the exception of Eventide submitting the Web site to Search Engines, the addition of any analytics code, and any other items and services specifically listed in this contract. This is also the point at which the client is responsible for the payment of the **balance of this contract**.

In case the client has not secured Web space with a Web hosting service at the time of Final Delivery, the project files may be delivered to the client on disc or attached to an e-mail message for a \$25 fee. In this case, if the client subsequently requires assistance in uploading the Web site files to a Web host, Eventide Web Design will assist the client in accomplishing this at our hourly rate.

6. Failure to maintain contact with Eventide – If, after fifteen days, the client has not contacted Eventide regarding his/her satisfaction with the progress of the project, it will be assumed that the client is satisfied with current state of the project, as is.

If, after an additional fifteen days (for a total of thirty days from last contact), the client has not contacted Eventide regarding his/her satisfaction with the progress of the project, it will be assumed that the client is satisfied with the project and considers the project completed and the contract fulfilled. Under such circumstances **the client will subsequently be responsible for full payment of the contracted fee** for development of the Web site, and will be sent an invoice requesting payment in full.

7. Maintenance After Delivery of the Web Site – The Standard Web Package includes a period of **fourteen days** after Final Delivery of the Web site for minor changes and alterations. Changes requested by the client that require significant rework of any completed and "live" Web page during the 14-day period will incur a \$75 per page fee. If the client wishes to retain Eventide Web Design to maintain the Web site after Final Delivery, a separate "Contract for Web Site Maintenance" will be required.

8. Payment of Fees – Fees to Eventide Web Design are due and payable upon Final Delivery – when the files have been delivered to the client's chosen Web host or another party, as instructed by the client. The client may pay by sending a cashier's check or money order. Credit card payments may be made via Eventide's online invoicing service, which the client will have access to when an estimate is initially provided. The client will be sent an invoice via email detailing the services being offered, the current amount due, and details of available payment options.

9. Hourly Rates – All work listed in this contract agreement that is charged on an hourly rate will incur a minimum one hour fee, with additional hourly fees starting after 15 minutes into each subsequent hour.

10. Assignment of Project – Eventide Web Design reserves the right to assign subcontractors to this project to ensure the right fit for the job as well as on-time completion.

Legal Considerations

Signing this contract binds the client to Eventide Web Design's Terms of Service Agreement.

1. Liability – While Eventide Web Design will diligently work to provide accurate, quality content according to the client's specifications and this contract, Eventide does not warrant that the functions contained in the Web pages or the Internet Web site 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 Web site is with the client. In no event will Eventide 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 the Web pages or the Web site, even if Eventide Web Design 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 severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

2. Copyrights and Trademarks – The client represents to Eventide Web Design and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Eventide 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 Eventide Web Design and its subcontractors from any claim or suit arising from the use of such elements furnished by the client.

3. 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 Eventide Web Design and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the client's exercise of Internet electronic commerce.

4. Copyright to Web pages – Copyright to the incomplete and completed work of any and all Web pages produced by Eventide Web Design is owned by Eventide until Final Delivery. Upon final payment of this contract by the client and Final Delivery of the Web site files to the client's Web host, the client is assigned full rights to use as a Web site the design, graphics, and text contained in the finished and assembled Web site. Rights to photos, original graphics, source code,

work-up files, and computer programs are specifically not transferred to the client, and remain the property of their respective owners. Eventide Web Design and its subcontractors retain the right to display graphics and other Web design elements as examples of their work in their respective portfolios.

5. Payment of Fees and Failure to Pay – The client may pay by money order, cashier's check, or credit card. Payment is due 30 days from the date of invoice. If the account balance is not paid 30 days after its due date, the client will be assessed a finance charge of 1.5% per month of the average daily balance owed during each month that the balance is not paid in full. Eventide Web Design reserves the right to remove any and all work done for the client from viewing on the Internet until final payment is made. If collection of funds via a third party collection agency proves necessary, the client agrees to pay all fees incurred by such a process.

6. Activation of this Contract – This contract agreement becomes effective only when signed by Eventide Web Design, LLC. Regardless of the place of signing of this agreement by either party, the client agrees that for purposes of venue, this contract was entered into in Pope County, Minnesota, and any dispute will be litigated or arbitrated in Pope County, Minnesota.

Information Worksheet

Business and Contact Information

Contact Name _____ Phone _____
Company/Client _____ Cell _____
Address _____

City _____ State _____ ZIP _____
E-mail address _____
Web Site URL _____

Target Date of Completion (if applicable):

The following items are included in the price of this contract:

Total number of Web pages to be developed under this contract:

Visitor counter - \$20	Analytics account - \$50		
Other:		Price	Per page
Other:		Price	Per page
Other:		Price	Per page
Other:		Price	Per page

Please use additional sheets if more room is required to list all planned content.

Base Fee: _____ Per-page Fee: _____

Modifications to above pricing: _____ Adjustment Notes: _____

Total Initial Amount of Contract:

The undersigned agrees to the terms of this contract and the Terms of Service Agreement on behalf of his or her organization or business.

On behalf of the client (authorized signature):

_____ Date _____

On behalf of Eventide Web Design, LLC (authorized signature):

_____ Date _____

Instructions:

Please fill this out on your computer and then print out at least two copies and sign them – keep one for your records and send the other to us.

NOTE: Saving a completed form on your computer will not save the data you entered.