

Web Site Design Contract



1. **Parties:** This contract is by and between

(name, address, telephone, fax, email)

Name _____

Address: _____

Email: _____

Website: _____

Phone: _____

Website host: _____

Username: _____ Password _____

ftp information (if necessary): _____

hereafter called "Client", and **RB Design Studio, LLC**, hereafter called "Company", for the purpose of developing and marketing a World Wide Web site.

2. **Relationship:** Company is acting as an independent contractor, and is not acting as an employee of Client.

3. **Web Site Features Included:** The following features are included, with some exceptions as noted.

- **Consultation** - 1 hour of consultation time, in which time Company shall determine Client's needs and goals. Consultation to take place in person at Client's choice of location.
- **Text** – To be provided by Client. Client hereby grants permission for Company to place "Website designed & maintained by RB Design Studio, LLC" at the bottom of home page, and an email link and hyperlink to Company's home page. (Note: Due to Company's continued success with the search engines, the amount of time in business, and external links to said site, this will actually prove beneficial to the Client.)
- **Graphics** – Custom graphics, banners, buttons, etc., to be designed by Company. Custom photographs may be provided by the Client in paper or digital format, or Company may take digital photos as necessary to compliment the website. If photos or graphics are provided in paper format, the necessary scanning to convert paper to digital format will be done at the rate of \$45.00/hour.
- **Links** – As desired by Client. Client to provide a list of external links desired to be placed on the website to the Company.
- **Forms** - Forms for viewer feedback, requests for information, surveys, etc., as desired. Forms will send formatted results to e-mail address of Client's choice.
- **Marketing** - Submission to all major search engines with submissions monthly, and monthly monitoring to achieve highest possible rankings. Time is billable at 1 hour per month at the rate of \$45.00/hour and minimum 1 hour of search engine optimization work.
- **Keywords/Key Phrases** – Client agrees to provide to Company a list of a minimum of 15-20 keywords or key phrases (or as many as effectively possible) to help Company optimize the website for the search engines. These keywords are to be descriptive of what a person might type into a search engine when looking to find Client's particular business.

4. Hosting: RB Design Studio can provide website hosting packages starting at \$72.00/year billed annually. Hosting includes 50 Mb of web space, 10 POP3 email boxes, website statistics and more.

5. Changes: RB Design Studio is happy to provide any changes and/or additions to the site, once it is considered "finished". Anytime Client requests additional pages, textual changes, new graphics, etc., Company will invoice Client once per month at the rate of \$45.00/hour, billed in no less than ¼ hour increments. Billing is done at the first of the month for the preceding month's work.

6. Time Frame: Client and Company agree to work together diligently toward the completion of this project. Client agrees to provide Company with all text, graphics and any other materials necessary to complete the website. Client understands that Company's time is valuable and will respect that in regards to unnecessary phone calls, etc. Emails will be promptly answered and that is the preferred means of communication.

7. Disclaimer: Regardless of service provider chosen, Company is not responsible for quality or reliability of any Internet Service Providers (internet connection). Company does not warrant that the operation of this Website will be uninterrupted or without error. Further, Company is not responsible to Client or any third party for damages of any kind arising out of the operation or inability to operate this Website. RB Design Studio, LLC will not be held liable for any errors or omissions on said website as Client will have carefully checked and approved said website.

8. Copyrights: Client hereby unconditionally guarantees that all text, graphics, photos, trademarks, designs and any other materials provided to Company by the Client are either owned by the Client or used by permission of the owners of said materials. Client agrees to hold harmless, protect and defend Company from any claim or suit arising from the use of these materials. Similarly, Company warrants that all graphics and text used in the construction of the site are either owned by Company or used with permission.

9. Website Copyright: Copyright to all Web pages in this site, including custom graphics, text and design layout, is held by Client. Materials such as CGI programs which were not originally created by Company remain the property of their respective owners and shall be for Client's use only.

10. Payment: Payment for Web site design shall be made as follows: \$100.00 deposit fee is due at contract signing and before any website design is started. Company will bill client at the rate of \$45.00 per hour basis and will be payable within 15 days of receipt of invoice. Retainer fee will be deducted from first invoice for website design.

All payments to be made in US Funds.

If payments for services rendered are not received within 10 days of due date, a penalty of \$15.00 will be added to amount due. An additional 5% penalty will be added for each month of delinquency.

I warrant that I have the authority to execute this contract on behalf of myself or my company, and acknowledge that I have read and understand this contract and have received a copy.

Your Name:

Signed: _____

Date: _____

Your Company Name: _____

RB Design Studio, LLC:

Signed: _____

Title: Rhonda Bartlett, President

Date:

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