

# Web Site Design Project Contract

Client Information:

[Name]

[Package Type]

1. **Authorization.** The above-named Client is engaging Logical Design as an independent contractor for the specific purpose of designing a World Wide Web site to be published on the Client's hosting account of their choosing. Client hereby authorizes Logical Design to access this account, and authorizes the Hosting Service to provide Logical Design and its employee, Ellen Lam, with "full access" to the Client's account, and any other programs needed for this Web Design Project.
2. **Development.** This Web Design Project will be developed using Adobe Dreamweaver.
  - **Browser 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. Logical Design represents and warrants that the web site we design for you will work in:
    - Microsoft Internet Explorer versions 3 and up
    - Netscape Navigator/Communicator version 3 and up

While Logical Design will make reasonable efforts to design a fully-functional web site, Logical 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.** Logical 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.
4. **Copyrights and Trademarks.** The client unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Logical Design and/or Ellen Lam 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 Logical Design and/or Ellen Lam 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 over a 6-month period, including updating links and making minor text changes. It does not include replacing nearly all the text from a page with new text, major page reconstruction, new pages, navigation structure changes, or repairs to attempted updates by Client. The period of 6 months begins on the date the Client's web design site is available to be published to Client's hosting service or 30 days from the date this agreement was signed, whichever ever comes first. Changes above and beyond those mentioned are billed at an hourly rate of \$35.00/hour.

6. **Completion Date.** Logical 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 no later than 30 days after Client has submitted all necessary materials.
7. **Project Delivery.** The final Web Site Design Project will be published to the Client's hosting service upon receipt of final payment. The Client understands that Logical Design does not provide any hosting services in connection with this Web Design Project contract. 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 Logical Design full access to the Client's account via FTP. The Client will be solely responsible for any and all hosting service charges. The Client may choose to have Logical Design contract hosting services for them for an additional charge.
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.
9. **Web Design Project Copyright.** Copyright to the finished web site produced by Logical Design will be owned by the Client after final payment 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 the respective owners. Logical Design retains the right to display graphics and other web design elements as examples of their work. Projects will contain a link to Logical Design's web site.
10. **Payments.** Payments must be made promptly based on the terms of this Web Site Design Project. Logical 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 attorney's fees and court costs) incurred by that process. This agreement becomes effective only when signed by Logical Design. Adding of Meta Tags (description and keywords) occur only after the full final payment is made. All payments will be made in U.S. Dollars.
11. **Payment Schedule.** Notwithstanding any prices listed in literature or on Web pages, the Client and Logical Design agree that the services described in this contract shall be completed for \$\_\_\_\_\_. The Client agrees to pay Logical Design an initial, non-refundable deposit of \$\_\_\_\_\_ (normally 50% of the estimated total cost or a minimum of \$250.00) upon execution of this agreement. Final payment is due prior to publication of the Web Site Design Project. All amounts must be in U.S. Dollars.
12. **Legal Notice.** Notwithstanding anything to the contrary contained in this contract neither Logical 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 Logical Design and/or Ellen Lam 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 circumstance 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 Logical 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 Logical Design. All prices specified in this contract will be honored for 6 months after both parties sign this contract. Continued services after that time will require a new agreement.

The undersigned hereby agree to the terms, conditions and stipulations of this agreement on behalf of his or her organization or business.

This agreement constitutes the entire understanding of the parties. Any changes or modifications thereto must be in writing and signed by both parties.

AGREED TO:

Client

By \_\_\_\_\_ Date \_\_\_\_\_

Name:

Title:

Address:

Logical Design

By \_\_\_\_\_ Date \_\_\_\_\_

Ellen C. Lam

Owner