Website Design Contract

**Client:**

**Contact Name:**

**Phone:**

**Address:**

**City:**

**State: Zip:**

**Email Address:**

**Website URL (if any):**

**1. Authorization.** The above named client is engaging Louis Hernandez and

Brent Jorgenson (henceforth will be referred to as RGB) as an independent

contractor for the specific purpose of developing and/or improving a World Wide

Web site within the parameters outlined below. The client hereby authorizes RGB

with “write permission” for the clients web directory, cgi-bin directory, and any

other directories or programs which need to be accessed for this project.

**2. Scope of Service.**

• For website design, construction, navigational structure and site upload

the client agrees to the sum total of $\_\_\_\_\_\_\_\_.

• Website will consist of \_\_\_\_\_ pages, each no longer in length than \_\_\_\_

pixels.

• Website will be created using html, CSS and JavaScript with rollover buttons

and custom graphics (lines, bullets, background images) as warranted.

• Links to any external pages the client may wish to include as well as email

response links to any web address the client designates.

• Material will be provided for review and approval by RGB at

several times during the creation process. Any modifications, changes or

additions to design or navigation structure after the clients’ approval will be

billed at the rate of $60.00 per hour.

• The client is responsible for providing RGB with the following

material:

• Logo (.jpg, .gif, .tif, .png, .ai, or .psd format)

• Written content (Executed as specified in our *Content Worksheet.*

In the event that the client desires additional standard web pages

beyond the original number of pages as specified above, the client

agrees to pay RGB an additional $ \_\_\_\_\_ for each page*.*)

• Photographs/graphics (please refer to our *Website Planning*

*Worksheet*)

• The client is responsible for providing their own server to host website,

unless provisions are made prior to this agreement for RGB to

provide a server to host your site. *Please refer to the Web Planning*

*Worksheet.*

• While RGB will provide meta-tags used by search engines, the

client is responsible for any submissions to the various search engines.

***Product web pages, products, or photos added after the site is ready***

***will be calculated for actual time spent at the hourly rate specified***

***below.***

3. **Revisions and Acceptance.** Any future modifications, changes and additions

to the design and/or content after the completion of site will be billed at the

discounted rate of $\_\_\_\_\_ per hour.

4. **Method of Payment.** Fees to RGB are due and payable on the

following schedule: 50% ($\_\_\_\_\_\_) upon signing this contract, 50% ($\_\_\_\_\_)

when the web pages have been constructed in accordance to section 2,

“Scope of Service”. Any fees that are past due more 30 days may be subject

to an additional fee of 10% of the total amount due. If the total amount of this

contract is less than $600, the total amount shall be paid upon the signing of

this contract. All payments shall be made in US funds.

5. **Assignment of Project.** RGB reserves the right to assign

subcontractors to this project to insure the right expertise for the job as well

as on-time completion.

6. **Changes to Submitted Text**. Please provide your **final** text. 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 of $\_\_\_\_ per hour.

7. **Copyrights and Trademarks.** The client represents to RGB and

unconditionally guarantees that any elements of text, graphics, photos,

designs, trademarks, or other artwork furnished to RGB 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 RGB from any claim or suit arising from the use

of such elements furnished by the client.

8. **Term of agreement.** RGB will complete the proposed website in a

timely manner. Upon signing of contract all contracted work will be completed

no later than \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

If the client does not provide RGB with complete text and graphics

within \_\_\_\_ days of signing this contract, the entire contract becomes due and

payable. In addition a continuation fee of 10% of the total contract price will

be assessed each month until the website is complete.

9. **Laws Affecting Electronic Commerce**. From time to tome the 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 RGB and

subcontractors from any claim, suit, penalty, tax, or tariff

arising from the client’s exercise of Internet electronic commerce.

10. **Copyright to Web Pages.** Copyright to the finished assembled work of web

Pages produced by RGB is owned by RGB. 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.

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. RGB retains the right to display graphics

and other web design elements as examples of work in portfolios.

11. **Sole Agreement.** The agreement contained in the “Website Design Contract”

constitutes the sole agreement between RGB 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 (6) months after both parties sign this contract.

Continued services after that time will require a new agreement.

12. **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 requests a refund in writing within 30 days, work completed will 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 if the request

for a 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. No portion of this initial payment will be refunded

unless written application is made within 30 days of signing this contract.

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

organization or business.

Authorized Signature on Clients Behalf

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_

RGB Representative

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_