



# Website Agreement

Revised date: 12/05/2010

Between **Chris Olbekson DBA C3M Digital**

and \_\_\_\_\_

## Summary:

We will always do our best to fulfill your needs and meet your goals, but sometimes it's best to have a few things written down so that we both know what's what, who should do what and what happens if stuff goes wrong. In this contract you won't find complicated legal terms or long passages of unreadable text. We have no desire to trick you into signing something that you might later regret. We do want what's best for the safety of both parties, now and in the future.

## In short

You \_\_\_\_\_ are hiring us **C3M Digital** located at \_\_\_\_\_ to design and develop a web site for the estimated total price of \_\_\_\_\_ as outlined in our agreed upon web design proposal that was accepted on \_\_\_\_\_. Of course it's a little more complicated, but we'll get to that.

## What do both parties agree to do?

As our customer, you have the power and ability to enter into this contract on behalf of your company or organization. You agree to provide us with everything that we'll need to complete the project including text, images and other information as and when we need it and in the format we ask for. You agree to review our work, provide feedback and approval in a timely manner too. Deadlines work two ways and you'll also be bound by any dates that we set together. You also agree to stick to the payment schedule set out at the end of this contract.

We have the experience and ability to perform the services you need from us and we will carry them out in a professional and timely manner. Along the way we will Endeavour to meet all the deadlines set but we can't be responsible for a missed launch date or a deadline if you have been late in supplying materials or have not approved or signed off our work on-time at any stage. On top of this we'll also maintain the confidentiality of any information that you give us.

## **Getting down to the nitty gritty**

### **Design**

We'll create designs for the look-and-feel, layout and functionality of your web site. This contract includes one main design with 3 color options plus the opportunity for you to make up to two rounds of revisions. If you're not happy with the designs at this stage, you will pay us in full for all of the work that we have produced until that point and you may either cancel this contract or continue to commission us to make further design revisions at the daily rate set out in our original estimate.

### **HTML5 and CSS layout templates**

If the project includes HTML markup and CSS templates, we'll develop these using HTML5 and CSS2.1 and CSS3 for styling. The landscape of web browsers and devices changes regularly and our approach is to look forward, not back. With that in mind we will test all our markup and CSS in current versions of all major desktop browsers to ensure that we make the most from them. Users of older or less capable browsers or devices will experience a design that is appropriate to the capabilities of their software. For people using Microsoft Internet Explorer 6, this means a universal, typographically focused design but no layout. We will also test that these templates perform well on mobile devices.

We will not test old or abandoned browsers, for example Microsoft Internet Explorer 5 or 5.5 for Windows or Mac, previous versions of Apple's Safari, Mozilla Firefox or Opera unless otherwise specified. If you need us to consider these older browsers, we will charge you at the daily rate set out in our original estimate for any necessary additional design work, development and testing.

### **Text content**

We may have written a best-seller but we're not responsible for writing or inputting any text copy unless we specified it in the original estimate. We'll be happy to help though, and in addition to the estimate we will charge you at \$25.00 per hour for copy writing or content input.

## **Photographs**

You will supply us photographs either in digital or printed format. If you choose to buy stock photographs we can suggest vendors of stock photography. Any time we spend searching for appropriate photographs will be charged at \$25 per hour.

## **Changes and revisions**

We know from plenty of experience that fixed-price contracts are rarely beneficial to you, as they often limit you to your first idea about how something should look, or how it might work. We don't want to limit either your options or your opportunities to change your mind.

The estimate/quotation prices at the beginning of this document are based on the number of days that we estimate we'll need to accomplish everything that you have told us you want to achieve--If you do want to change your mind, add extra pages or templates or even add new functionality, that won't be a problem. You will be charged the hourly rate (\$25.00)-Along the way we might ask you to put requests in writing so we can keep track of changes. This agreement also includes a maintenance agreement that will be at the rate of \_\_\_\_\_per month (billed at 6 month increments in advance) and includes up to 5 billable hours of revisions or additions. Any time requested over 5 hours will be billed at \$65.00 per hour (with your prior approval). Request for changes will need to be made in writing and submitted as a ticket using our PMS Project management system. Time spent on each ticket will be included on the ticket when it is closed.

## **Technical support and Web Hosting**

This agreement also includes web hosting on our private Linux VPS server(dedicated IP address) and technical support. Visitor tracking and analytics will be included with the hosting. Our server is housed in The Planet's level 3 state of the art data center in Dallas,TX. Uptime is monitored 24 hours a day by pingdom.com and uptime reports will be made available via a link.

Webhosting will be billed at \_\_\_\_\_a month in 6 month increments.

## **Legal stuff**

We can't guarantee that the functions contained in any web page templates or in a completed web site will always be error-free and so we can't be liable to you or any third party for damages, including lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate this web site and any other web pages, even if you have advised us of the possibilities 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.

## **Copyrights**

You guarantee to us that any elements of text, graphics, photos, designs, trademarks, or other artwork that you provide us for inclusion in the web site are either owned by your good selves, or that you have permission to use them.

### **When we receive your final payment, copyright is automatically assigned as follows:**

You own the graphics and other visual elements that we create for you for this project. We'll give you a copy of all files and you should store them really safely as we are not required to keep them or provide any native source files we used to make them. \*\*Part of your hosting plan includes weekly off site backups.

You also own text content, photographs and other data you provided, unless someone else owns them. We love to show off our work and share what we have learned with other people, so we reserve the right to display and link to your completed project as part of our portfolio and to write about the project on web sites, in magazine articles and in books about web design. You also allow us to put a small site built by link in the footer of your home page.

## **Payments**

We are sure you understand how important it is as a small business that you pay the invoices that we send you promptly. As we're also sure you'll want to stay friends, you agree to stick tight to the following payment schedule.

### **\*\*See Attached Statement**

### **But where's all the small print?**

Just like a parking ticket, you can't transfer this contract to anyone else without our permission. This contract stays in place and Maintenance and Web Hosting will be renewed automatically every 6 months unless you give us 30 days notice before the 6 month period is over. We also reserve the right

to cancel the Maintenance and hosting agreement under the same terms. If for some reason one part of this contract becomes invalid or unenforceable, the remaining parts of it remain in place.

Although the language is simple, the intentions are serious and this contract is a legal document under exclusive jurisdiction of Texas.

**The dotted line**

\_\_\_\_\_  
Signed by Chris Olbekson on behalf of C3M Digital

\_\_\_\_\_  
Signed by \_\_\_\_\_ on behalf of

May 12, 2010

Everyone should sign above and keep a copy for their own records.