

## WEB SITE DESIGNER/CLIENT CONTRACT Website #Sample

This document is a legal binding contract between \_\_\_\_\_  
\_\_\_\_\_ herein referred to as the "Client," and **James D. Sangster of Liquid Computers Company**, herein referred to as the "Designer." This contract defines the "Site" to be made by the Designer for the Client. For all intents and purposes the "Site" is the same as a "Web Site". The Site also includes any and all files to be included in the web site as detailed within this document.

There will be a total of \_\_\_\_\_ pages for this Site. A page is defined as anything that will fit onto but not exceeding an 8.5" x 11" sheet of paper when printed. Each page is described as indicated on the "Page Descriptions" attachment of this contract.

Both the Client and the Designer will sign a "Map" of how the Site will be laid-out. The price agreed upon for the Site to be done by the Designer only includes the specifications as described on the "Page Descriptions" attachment of this contract, the signature "Map" of the Site lay-out and these additional services:

- a) Upload entire Site to the Client's server upon completion and payment in full by the Client.
- b) Add Site's URL and description (where applicable) to no less than \_\_\_\_ search engines.
- c) \_\_\_\_\_
- d) \_\_\_\_\_
- e) \_\_\_\_\_
- f) \_\_\_\_\_
- g) \_\_\_\_\_
- h) \_\_\_\_\_
- i) \_\_\_\_\_

The total "Design Site" fee amount to be paid by the Client to the Designer for the Site as described by this contract is: \$\_\_\_\_\_.

### Site Delivery Timeline

The Designer shall complete the site within \_\_\_\_\_ days of receiving all content for the site from the Client. Delivery of site content shall consist of documentation and graphics or photographs delivered electronically via MS Word Document or via printed document. In the event of all site content not being delivered within 10 working days of the signing of this contract then the Designer may reassign a Site final completion date at the total discretion of the Designer. Delays in content submittal will necessarily hamper the development of the Site and the Designer cannot ensure expedient site development service beyond the below agreed upon site completion date. In the event that content delivery is not within the specified time limit then final payment is due on initial complete date whether the Site is completed and delivered or not. Initial final completion date of site is :\_\_\_\_\_

Additional Services Not included in the “Design Site” Fee

Both Client and Designer agree that Site hosting, domain name rights and acquisition, and any other fees not outlined in the above listing will be independently assessed and detailed as follows:

a) Domain Registration: Initial domain name acquisition shall be performed by the Designer as specified below in the preferred domain name listing below. This listing shall be presented and listed in this contract in the order of the Client’s preference. The first available domain name in order of Client’s preference shall be registered to the Client. The fee for this service is \$300. The responsibility of maintaining rights and all fees of a domain name applicable in the future are the full responsibility of the Client. The Designer is in no way liable for any damages incurred if such a loss of rights or additional fees are assessed. In the event that none of the listed preferred domain names might be purchased then the \$300 fee for domain registration will be refunded or an alternate domain designated and approved by the Client shall be purchased. The preferred domain name listing is as follows:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_

b) Hosting Services: Hosting services with an Internet service provider may be arranged by the Designer at the Client’s request for an additional fee based upon the hosting resources requested by the Client. Hosting arrangements will be made in the Client’s name and are the full financial responsibility of the Client. Recurring fees assessed by the hosting service or Internet service provider are the full financial responsibility of the Client. The Designer’s fee for arranging hosting service shall be \$200 in addition to the fee assessed by the hosting service for hosting account setup and ongoing service fees. An estimate of fees for hosting service as outlined by the Client shall be presented to the Client for approval before hosting service is initiated. At the time of the Client’s acceptance of the hosting service fee agreement the Client shall pay in full the amount of the hosting service fee estimate plus the additional Designer setup fee of \$300. After hosting service is then initiated the Designer shall present a receipt for hosting service fees to the Client. At that time the Client will immediately pay to the Designer any additional fees assessed by the hosting service that may not have been included in the initial hosting service estimate. The Designer is in no way liable for additional fees that the hosting service may assess beyond the original hosting service estimate.

c) Site Maintenance: Client may request Site maintenance services at any time. Site maintenance services shall include and be limited to the following services:

1. A maximum of four hours of work for the purposes of updating the content of the Site. Said four hours work to include liaising with Marketing / Advertising Agencies on the Client’s behalf and with the internet hosting provider for the purpose of setting up links to other sites or any other business performed at the expressed or implied consent of the Client. The Client in accordance with the terms set out below will discharge any charges arising as a result of additional time expended by the Designer in updating the site. A monthly maintenance fee in the amount of \$100 will be billed to the Client for this service. Additional time beyond the first 4 hours per month spent on updating the Site as requested by the Client will be billed to the Client at the rate of \$50 per hour.

### Payment and Posting

The Client will pay 30% of total "Design Site" price upon signing of this contract. The Designer's delivery of the Site files into the Client's server space and Client testing and trouble-shooting of all links within the Site will constitute delivery of the website. Upon Site delivery the Client will immediately pay the remaining 70% of the total Site.

### Ownership Until Payment in Full

The Designer retains full ownership of intellectual property and copyright on all material contained within the Site except that material that was directly contributed by the Client until such time as the total Site price and any other financial obligations are paid in full to the Designer. After full payment is made the Client then receives license to use any Designer work. The Designer retains all copyright of all Designer work on the Site but may agree to additional licensing of Designer work for additional compensation. This agreement must be made in writing and signed by both parties in agreement and included as an amendum of this contract.

### Late Payment

Late payment penalties are as follows: Payments that are over 30 days past due will result in a .30% penalty charge of the total amount still remaining due with an additional 30% fee assessed each additional month the account is not paid in full. If payments are more than 90 days past due it is agreed that this contract is in default. All costs incurred by the Designer in retaining payment and said penalty charges for amounts over 90 days past due, will owed by the Client to the Designer.

### Late Posting

Late posting is defined as; pages that are put on the Internet after the agreed upon dates as defined above. Late positing\* of the corresponding pages by the agreed schedule will result in the following: Pages that are over 30 days past due will result in a .03% reduction in the total cost of the Site. Pages that are over 60 days past due will result in an additional reduction of .05% of the total cost of the remaining pages still due. If pages are more than 90 days past due it is agreed that the Client will not have to pay the Designer for the pages that are more than 90 days past due and may terminate the contract if desired. (\*Late posting does not apply to postings that are late due to host-side technical problems. The hosting company is a separate company that stores the web site (pages) on their system so that the web site can be viewed on the Internet. The client will be required to sign up with a hosting company at the completion of the web site in order for the site to be on the Internet. Hosting is necessary for all web sites on the Internet. The Designer upon request of the Client may make such arrangements. Such a request must be included in this contract to be considered valid. Additional fees will be assessed for this service and will be listed along with other fees and requirements in this contract.)

### Additional Site Changes

Any changes the Client wants made to the Site beyond what is defined in this contract will result in additional charges as follows: All changes to the Site not defined in this contract will be charged at the rate of \$50.00 per hour. The time required to implement changes will be determined by the Designer and discussed with the Client prior implementation.

### Exposition of Design Work

The Client agrees that the Designer may put a link from the Designer's site to the Client's Site as long as work created by the Designer appears on the Client's Site. The Client agrees that any work defined in this contract that is work created by the Designer is only for usage on the Site as defined by the URL in this contract. It is agreed that the Client may not modify any work created by the Designer without prior consent from the Designer. Additional licensing of Copyrighted work for use of the Designer's work may be purchased upon request.

### Copyright of Images and other Materials

The Client will supply the Designer with photographs, drawings and/or descriptive language for inclusion in the Site. The Client must own the full copyright of such materials or obtained proper permission from the copyright owner(s) for use of such materials. The Client indemnifies the Designer and holds him/her/them harmless against any claims of libel, copyright, or trademark infringement brought against the Designer with respect to your use of those materials.

### Third Party Contracts

The Designer is authorized to enter into contracts with third parties to carry out the purposes of this agreement, and the Designer shall be primarily liable to those parties for payment due hereunder. The Designer shall exert a good faith effort to prevent any loss to the Client resulting from failure of proper performance by those third parties, but the Designer shall not be liable to the Client by reason of any default of those third parties or other parties who are not the Designer's employees.

### Termination of Contract

Either the Designer or Client may terminate this contract by giving written notice to the other party. If notice of termination is given by the Client, the Designer shall not commence new work, but shall complete any work previously, approved by the Client and the Client shall be responsible for and shall pay within 30 days of invoice all fees for such work and for any third-party obligations incurred by the Designer on the Client's behalf prior to termination. If notice of termination is given by the Designer, the Client shall have the option of electing to have the Designer complete any work previously approved by the Client and the Client shall be responsible for and shall pay within 30 days of invoice all fees for any work completed by the Designer for the Client and for any third-party obligations incurred by the Designer on the Client's behalf prior to termination. There will be no refund to the client of any money paid to the Designer unless the request for refund is made with registered letter within 30 days of the this contract is signed. If, at the time of the request for 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 in the "Additional Site Changes" section of this contract. If, at the time of the request for refund, work has been completed that does not total the initial payment amount then a refund will be issued to the Client for the full amount of the initial payment with the amount due the Designer for work completed subtracted from the full amount of initial payment.

### Modification of Contract

This contract shall not be modified unless done in writing and signed by both the respective Client and Designer. The failure of either the Designer or the Client to object to or take affirmative action with respect to any transgressions of this Agreement shall not be construed as a waiver of either party's rights to take such affirmative action.

Site Hosting Service Liability

The Client may not hold the Designer in any way responsible for failings of the Site hosting service, of any telecommunications carrier, of the Internet backbone, of any Internet servers, of the Designer or the Designer customers' computers, or of the Client or the Client's customer's Internet software.

Indemnity

It is agreed that the Client will indemnify, defend and hold harmless Designer from any claims, liability, damages or expenses including attorney and legal fees that occur as a result of improper use of any and all materials supplied by the Client to the Designer for use on the Site not excluding products shown, referred to, being sold and/or advertised on the Site. It is agreed that the Client holds sole liability with regards to the safety and truth of the services and/or products being sold or represented by the Site. The Client represents and warrants that it has obtained, at it's sole cost and expenses all rights, grants, assignments, conveyances, licenses, privileges, permissions and authorizations necessary or incidental to any printed, visual, audio materials supplied by the Client for incorporation in the Site. It is agreed the Client may not sue or bring any legal actions against the Designer after the Designer has received the total amount from the Client as defined in this contract.

**DISCLAIMER:** THE DESIGNER IS NOT ASSERTING THE OWNERSHIP OF ANYTHING ON THE CLIENT'S SITE. THE DESIGNER'S WORK IS "AS IS". THE DESIGNER CANNOT GUARANTEE THE SITE WILL GENERATE BUSINESS OR GET ANY NUMBER OF "HITS" OR VISITORS TO THE SITE. THE DESIGNER IS NOT LEGALLY OR OTHERWISE RESPONSIBLE FOR THE SITE IF IT VIOLATES OR DOES NOT COMPLY WITH ANY UNITED STATES OR INTERNATIONAL LAWS, PROTECTION ACTS, COPYRIGHT LAWS, TRADEMARK LAWS, INTERNET LAWS, WORLD WIDE WEB LAWS OR FCC LAWS. THE DESIGNER IS NOT RESPONSIBLE FOR WHAT THE CLIENT DOES WITH ANY INFORMATION COLLECTED FROM THE SITE. THE DESIGNER IS NOT RESPONSIBLE FOR ANY TRADEMARK INFRINGEMENTS CONTAINED IN "KEYWORDS" OR "META" TAGS. IN NO EVENT SHALL DESIGNER BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND WHAT SO EVER.

The Client

The Designer

\_\_\_\_\_  
Printed Name

James D. Sangster  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Witness 1

Witness 2

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**WEB SITE DESIGNER/CLIENT CONTRACT**  
**Page Descriptions Attachment**  
**Website # Sample**

Client:

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Designer: James D. Sangster of Liquid Computers

Page Name: \_\_\_\_\_

Number of Graphics: \_\_\_\_\_ Number of Graphics to be scanned by the Designer: \_\_\_\_\_

Graphics provided on 3.5 disks by the Client \_\_\_\_\_. Graphics to be created by the Designer: \_\_\_\_\_

Description of graphics to be created by the Designer if applicable:

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Number of Photos: \_\_\_\_\_ Number of Photos to be scanned: \_\_\_\_\_

Photos provided by the Client on disc: \_\_\_\_\_

Content to be provided by the Client: \_\_\_\_\_ Content to be created by the Designer: \_\_\_\_\_

Description of content to be created by "designer" if applicable:

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Number of Links on this page: \_\_\_\_\_ Pages which this page will be linked to:

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Number of Scripts to be included on page: \_\_\_\_\_ Scripts to be provided by the Designer: \_\_\_\_\_

Other Information: