

Mountain Creek Web Design

Contract for Services Agreement

Client _____

Phone _____ Cell _____ Fax _____

Company _____

Address _____

City _____ State _____ Country _____

E-mail _____

Domain Name _____

Hosting Service _____

Username _____ Password _____

My goal is to provide my clients with the best appropriate website/designs that best suits their needs and the best way to accomplish this goal is to make clear our understandings with each other. Below are the terms of our agreement:

1. Authorization. The above-named client is engaging Mountain Creek Web Design, a sole proprietor, located in Maryville, TN, as an independent contractor for the specific project of developing and/or improving a website to be installed on the client's web hosting service. The client hereby authorizes Mountain Creek Web Design to access this account, and authorizes the web hosting service to provide Mountain Creek Web Design with "write permission" for the client's website directory, cgi-bin directory, and any other directories or programs which need to be accessed for this project. The client also authorizes Mountain Creek Web Design to publicize their completed website to search engines, directories, indexes, as well on Mountain Creek Web Design's website.

2. Standard Website Package Elements. Mountain Creek Web Design includes the following elements in their Standard Website Packages:

E-mail/phone consultation (Up to 2 hours total general Internet orientation education, marketing strategy, web design consultation, and helping clients learn to use their own website editor. Telephone long distance charges are in addition to package rates quoted. Additional education and consultation is at our hourly rate.)

Textual Content supplied by the client (500 words per page approximate maximum if not supplied via cd/dvd. Web pages of more than 1,000 words of text may be subject to additional fees, especially if they require a great deal of formatting.)

Links to external pages, up to an average of 10 per page.

Custom Graphics Package. Header graphic on first page (simple custom graphic incorporating company logo). Top-of-page graphic for all other pages in your website. Colorful lines and bullets, and colored and textured background.

Photos and other misc. graphic images supplied by client (up to an average of 5 included per page in standard websites and "regular" online store pages, in addition to header and top-of-page graphic. Color originals larger than 5" x 8" are extra).

Installation of website on the client's web hosting service. (Setup of client's hosting account with Mountain Creek Web Design's preferred hosting company will be free of charge)

Minor updates and changes to existing website for 90 days, subject to the limits outlined below. Additional changes billed at hourly rate. For online stores, this includes only "regular" pages, not product pages or the ordering system pages.

Search Engine Submitted to the major search engines, Google, Yahoo, Live Search, Search, MSN, Excite, AltaVista, MetaCrawler, Lycos, HotBot, and Dogpile will be free of charge.

E-mail link on each webpage to any e-mail address the client designates.

Site Map creation for search engine spiderbots & goolgebot.

3. Standard Website Packages only. The content of the web pages will be supplied by the client and executed as specified by the client in the "Website Planning Worksheet" dated _____. This website includes up to _____ web pages. In case the client desires additional standard web pages beyond the original number of pages specified above, the client agrees to pay Mountain Creek Web Design an additional \$50.00 for each additional webpage. Graphics or photos beyond the allowed average of 5 per webpage shall be billed at an additional \$10.00 each. Where custom graphic work (beyond the scope of the "Custom Graphics Package" detailed above) is requested, it will be billed at the hourly rate specified below. The store size and additional services, and prices of each are detailed on the attached estimate.

4. Online stores only. The text and graphic content of the web pages will be supplied by the client and executed as specified by the client in the "Website Planning Worksheet" dated _____, and the "Store Planning Worksheet" dated _____. It is understood that total prices calculated below are likely to vary from the final amount due to different quantities of products, categories, photos, regular pages, etc. in the final store. An estimate from Mountain Creek Web Design dated _____ is attached to this document and governs the prices for this contract. Notwithstanding any prices listed in literature or on web pages, the client and Mountain Creek Web Design agree that the services described above in this section shall be completed for \$_____ and upon this amount the first payment shall be determined. The final payment shall reflect and include all elements actually completed at the prices attached.

We include e-mail/phone consultation for general internet orientation education, marketing strategy, & web design consultation. Telephone long distance charges are in addition to package rates quoted. Additional education and consultation is at our hourly rate.) Product web pages, products, or photos added after the store is ready for advertising to the search engines will be calculated for actual time spent at the hourly rate specified below.

5. Maintenance and Hourly Rate. This agreement includes basic webpage maintenance to regular web pages (not store product pages) over a 90 day period, including updating links and making minor changes to a sentence or paragraph. It does not include removing nearly all the text from a page and replacing it with new text. If the client or an agent other than Mountain Creek Web Design attempts updating the client's pages, time to repair web pages will be assessed at the hourly rate, and is not included as part of the updating time. The 90 day maintenance period commences upon the date the client signs this contract.

Changes requested by the client beyond those limits will be billed at the hourly rate of \$25.00. This rate shall also govern additional work authorized beyond the maximums specified above for such services as general Internet orientation education, marketing consulting, website design, editing, & modifying product pages in an online store, and art, photo, graphics services, and helping clients learn how to use their own html editor.

6. Changes to Submitted Text. Please send us your final text as you want on each webpage. Time required to make substantial changes to client-submitted text after the web pages have been constructed will be additional, billed at the hourly rate. (Do Not send a draft of your text, send a completed and final version)

7. Web Hosting. The client understands that any web hosting services require a separate contract with a web hosting service. The client agrees to select a web hosting service which allows Mountain Creek Web Design full access to the website and directory via FTP. The client further understands that if the web hosting service's operating system is not a windows system, standard html software may not work, and

providing a substitute may incur additional charges. My preferred hosting company is Godaddy. There will be no charge for setting up your hosting account with Godaddy.

8. Completion Date. Mountain Creek Web Design and the client must work together to complete the website in a timely manner. We agree to work within the timeframe set forth in this contract to complete the website no later than _____.

If the client does not supply Mountain Creek Web Design complete text and graphics content for all web pages contracted for within six weeks of the date this contract was signed, the entire amount of the contract becomes due and payable. If the client has not submitted complete text and graphics content within two months after signing of this contract, an additional continuation fee of 10% of the total contract price will also be assessed each month until the website is launched. Furthermore, if the client does not provide continual communication or content of the contracted website/pages within 90 days of signing this contract, then the contract will be voided, the design/layout of the website/web pages will be owned and copyrighted by Mountain Creek Web Design, and the \$100 Kill fee be due in full within 10 days.

9. Payment of Fees. Fees to Mountain Creek Web Design are due and payable on the following schedule:

- 50% Deposit upfront to start smaller websites up to 10 web pages.
- 50% Balance paid before launch of smaller websites up to 10 web pages.
- 30% Deposit upfront to start larger websites over 10 web pages.
- 30% Deposit paid after client's approval of website design/layout and before continuation of approved website design.
- 40% Balance paid before launch of website as well as any other agreed upon add-ons and fees.
- \$50 per additional webpage added after said agreement.
- \$25 per hour for website promotional blogs, directory listings, etc, based off website content for search engine optimization & publicity.
- \$25 per hour for shopping cart/catalog setup.
- \$100 Kill fee if not paid in timely manner.

If the total amount of this contract is less than \$300, the total amount shall be paid upon signing this contract. In case the client has not secured a web hosting service by the time the website is completed, the website may be delivered to the client on cd/dvd or attached to an e-mail message. Submitting the website to search engines and updating occur only after the final payment is made. All payments will be made in US funds.

10. Assignment of Project. Mountain Creek Web Design reserves the right to assign subcontractors to this project to insure the right fit for the job as well as on-time completion.

11. Legalities. Mountain Creek Web Design does not warrant that the functions contained in the website or the internet website will meet the client's requirements or that the operation of the website will be uninterrupted or error-free. The entire risk as to the quality and performance of the web pages and website is with client. In no event will Mountain Creek Web Design be liable to the client or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate these web pages or website, even if Mountain Creek Web Design has been advised of the possibility 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.

12. Copyrights and Trademarks. The client represents to Mountain Creek Web Design and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Mountain Creek Web Design 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 Mountain Creek Web Design and its subcontractors for preferred hosting company from any claim or suit arising from the use of such elements furnished by the client.

13. Laws Affecting Electronic Commerce. From time to time 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 Mountain Creek Web Design and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the client's exercise of Internet electronic commerce.

14. Copyright to Web Pages. Copyright to the finished assembled work of web pages produced by Mountain Creek Web Design is owned by Mountain Creek Web Design. 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. Mountain Creek Web Design and its subcontractors retain the right to display graphics and other web design elements as examples of their work in their respective portfolios.

Mountain Creek Web Design reserves the right to place our copyrighted logos and statement of web design on each webpage designed and created by Mountain Creek Web Design on each of the client's web pages.

15. Payment of fees. In order for Mountain Creek Web Design to remain in business, payments must be made promptly. Delinquent bills will be assessed a \$15 charge if payment is not received within 10 days of the due date. If an amount remains delinquent 30 days after its due date, an additional 10% penalty will be added for each month of delinquency up to 90 days, at which time Mountain Creek Web Design reserves the

right to void the contract. Mountain Creek Web Design reserves the right to remove web pages from viewing on the Internet until final payment is made. In case collection proves necessary, the client agrees to pay all fees incurred by that process, including attorney fees, court cost, and collection agency fees. This agreement becomes effective only when signed by Mountain Creek Web Design. Regardless of the place of signing of this agreement, the client agrees that for purposes of venue, this contract was entered into in Blount County, Tennessee, and any dispute will be litigated or arbitrated in Blount County, Tennessee.

16. Sole Agreement. The agreement contained in this "Contract For Services Agreement" constitutes the sole agreement between Mountain Creek Web Design 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. If client is not local (within 25 miles of Maryville, Tennessee), this contract agreement may be mailed or emailed to client and back to Mountain Creek Web Design with the stipulation that the contract must be signed and witnessed before a notary public at the client's choosing.

17. 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 applies by registered letter for a refund within 30 days, to Mountain Creek Web Design, 469 Butler Mill Road, Maryville, Tennessee, 37803, work completed shall be billed at the hourly rate as stated above, and deducted from the initial payment, the balance of which shall be returned to the client. 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 above. No portion of this initial payment will be refunded unless written application is made within 30 days of signing this contract.

18. Signatures of Agreement. The undersigned agrees to the terms of this agreement on behalf of his/her organization or business.

Client : _____ **Date** _____

MCWD: _____ **Date** _____

Website: mountaincreekwebdesign.com

Email: jody@mountaincreekwebdesign.com