



# Website Design Contract

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713-832-892-4224

Date: \_\_\_\_\_

Contact Name : \_\_\_\_\_ Phone : \_\_\_\_\_

FAX \_\_\_\_\_ Email: \_\_\_\_\_

Company/ Client : \_\_\_\_\_

Address : \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_; ZIP: \_\_\_\_\_;

Planned/ existing WWW: \_\_\_\_\_ Hosted by: \_\_\_\_\_

## 1. Authorization.

The above-named Client (hereinafter referred to as "Client") is engaging Affordable Web Designs.net (hereinafter referred to as "AWD") as an independent contractor for the specific purpose of designing a web site, herein after referred to as "Web Design Project", to be published on the Client's account on an Internet Service Provider (ISP) computer, herein after refer to as "Hosting Service", or provided on digital format at the Client's option. The Client hereby authorizes AWD to access this account, and authorizes the Hosting Service to provide AWD with "full access" to the Client's account, and any other programs needed that are included as part of the Client's service agreement/level. The Client also authorizes AWD to submit the completed Web Design Project to major Web Search Engines.

## 2. Development.

This Web Design Project will be developed using commercial programs for graphic design. AWD represents and warrants that the web site we design for you will work in: Microsoft® Internet Explorer, Mozilla Firefox, Safari, Google Chrome and Opera. Warranty does not cover AOL, text-based browsers or requested special effects upon previously checked, advised and confirmed with you. Without sacrificing quality and design, we try to ensure that the content and functions we build into our web sites are available to all visitors.

## 3. Assignment of Web Design Project.

AWD 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 AWD 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 AWD, representative and/or 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 for your web site at no charge, up to an average of one half hour per regular web page, including updating links and making minor changes to a sentence or paragraph. It does not include replacing nearly all the text from a page with new text, major page reconstruction, new pages, guestbook, blogs (discussion webs), navigation structure changes, attempted updates by Client repairs or Web Design Projects delivered to Client via diskette, U.S. mail and e mail. The period begins on the date the Client's web site is available to be published to the Client's hosting service. Major page code and/or graphics changes and additions will be charged at the \$65.00 per hour rate. (Notice: This rate is subject to change at any time.). Payment must be made within 30 days.

## **6. Completion Date.**

AWD 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 (thirty) days after Client has submitted all necessary materials. If the Client does not supply AWD with complete text and graphics content for this Web Design Project within 45 days of the effective date of this agreement, the entire deposit amount of the agreement shall be retained by AWD as liquidated damages and the contract shall become null and void, at AWD' option, unless the Web Design Project is canceled in writing by the Client prior to 45 days of the effective date of the agreement.

## **7. Project Delivery.**

The final web site design project will be published to the Client's hosting service upon receipt of final payment or delivered digitally upon the receipt of full payment. The Client understands that AWD does not provide any hosting services in connection with this Web Design Project. 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 AWD full access to the Client's account via FTP (File Transfer Protocol). The Client will be solely responsible for any and all hosting service charges.

## **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 or any other services contemplated herein, and will hold harmless, protect, and defend AWD, its representative and/or its subcontractors from any claim, suit, penalty, tax, fine, penalty, or tariff arising from the Client's exercise of Internet electronic commerce and/or any failure to comply with any such laws, taxes, and tariffs.

## **9. Web Design Project Copyright.**

Copyright to the finished web design site produced by AWD will be owned by AWD and/or its representative. The Client will be assigned rights to use the Web Design Project as a web site, once final payment under this agreement and any additional charges incurred have been paid. Rights to photos, graphics, source code, work-up files, and computer programs specifically are not transferred to the Client, and remain the property of their respective owners. AWD and its subcontractors retain the right to display graphics and other Web Design elements as examples of their work in their respective portfolios. All Web Design Projects will contain a copyright/legal statement with a link to AWD' Design Services Web Site.

## **10. Payments.**

Payments must be made promptly based on the terms of this Web Site Design Project. AWD reserves the right to remove any Web Design Project from viewing on the Internet until any final payment is made. All payments are to be made within 30 days after completion and approval of the Web Design Project by the Client. In case collection proves necessary, the Client agrees to pay all fees (including all attorney's fees and court costs) incurred by that process. This agreement becomes effective only when signed by AWD. Regardless of the place of signing of this agreement, the Client agrees that for purposes of venue, this agreement was entered into Harris County, Texas, and any dispute will be litigated or arbitrated in Harris County, Texas and the Client hereby consents to the personal jurisdiction of the Texas State Courts. Furthermore, the Client waives any right to or claim of sovereign immunity. All payments will be made in U.S. Dollars, either by check made to Roy Urrego or via *Paypal* to: r\_urrego@msn.com.

**11. Payment Schedule.**

Payment for services provided hereby shall be made in accordance with the conditions contained in this contract and the agreed price as part of this agreement hereof. Notwithstanding any prices listed in literature or on Web pages, the Client and AWD agree that the services described in this contract, shall be completed for \$\_\_\_\_\_. The Client agrees to pay to AWD an initial, non-refundable deposit of \$ \_\_\_\_\_ upon execution of this agreement. Final payment is due within 10 (ten) days prior to publication and/or delivery 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 AWD nor any of its employees or agents warrants 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 AWD or its representative 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 circumstances 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, even if AWD has been advised of the possibility of such damages.

**13. This Agreement.**

This agreement constitutes the sole agreement between AWD 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 AWD. All prices specified in this contract will be honored for 6 (six) 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**

(Sign) By \_\_\_\_\_ Date \_\_\_\_\_

(Print) Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Affordable Web Designs . Net (AWD)**

By (Representative) \_\_\_\_\_ Date \_\_\_\_\_

Signature: \_\_\_\_\_

*Last updated 12/29/15*