



286 Alta Vista Avenue  
Roseville, CA 95678  
(877) 771-7746

## Website Design Proposal

Date of Proposal: \_\_\_\_\_

Proposed cost to create \_\_\_\_\_ :

Set-up and hosting costs: \$

Web Design: \$

### 1. Authorization

The above named client is engaging Spinhead Web Design as an independent contractor for the specific purpose of developing a World Wide Web site to be installed on the client's Web space located on an Internet Service Provider's (ISP) server. Hereafter, the client will be known as the "Client" and Spinhead Web Design will be known as the "Developer."

### 2. Standard Hosting Service

Developer will secure a hosting service on behalf of the Client. Standard hosting cost is \$125 annually paid in advance, plus a one-time \$25 set-up fee. The set-up fee is non-refundable. Cancellation of the hosting service at the request of the Client must be made by certified letter. In the event that hosting service is canceled at the request of the Client by registered letter, the Developer shall have the right to pro-rate the service at the rate of \$10 per month or partial month, plus a 10% cancellation fee. Any refund due will be mailed within 15 days of receipt of certified letter.

### 3. Domain Registration

One domain, one year: \$25; additional domains OR years, \$20 for the first, \$15 thereafter (for example, one domain for two years = \$25 for the first year, \$20 for the second, \$45 total; two domains for two years = \$25 for the first domain's first year, \$20 for the second domain's first year, \$15 for the first domain's second year, \$15 for the second domain's second year = \$75 total)

### 4. Maintenance

Ongoing maintenance by Spinhead Web Design will be billed at \$50 per hour with a one-hour minimum per month. Annual contracts are available.

## **5. Scope**

This area will contain a detailed scope of work Developer will do for Client.

## **6. Text**

Final text will be supplied by the Client. Writing or content creation can be provided by Spinhead Web Design at a rate of \$100 per hour. Transcription from non-digital media can be provided by Spinhead Web Design at a rate of \$30 per hour. If preferred, a separate quote can be provided as an amendment to this agreement.

## **7. Cross Browser Compatibility**

This agreement includes the creation of a Web site viewable in the latest versions of major browsers (including Internet Explorer, Netscape Navigator, Mozilla and Firefox, and Opera.) Compatibility is defined herein as all critical elements of each page being viewable and functional in all browsers. Client is aware that some advanced techniques on the Internet may require a more recent browser version and brand or plug-in. Client is also aware that as new browser versions of browsers are developed, the new browser versions may not be backward compatible. In the absence of a Maintenance Agreement time spent to redesign a site for compatibility due to the introduction of a new browser version will be separately negotiated and in addition to the base price of our agreement.

## **8. Graphic Creation / Banner Advertisements**

All graphics (photographs, logos, artwork, or other) will be provided by Client. Charges for creation of graphical elements by Spinhead Web Design, if desired, are beyond the charges of this agreement and will be included as an amendment.

## **9. Online Forms**

## **10. E-commerce**

No e-commerce or online purchasing functionality is included in this agreement.

## **11. Databases**

Database design and hosting are not included.

## **12. Payment Terms / Work Flow**

A minimum deposit of forty percent (40%) is required to commence work.

Within two weeks after the 40% deposit is received by the Developer basic site design concepts will be put online for the Client's viewing and approval. Communication between the Developer and the Client is crucial during this phase to ensure that the ultimate publication will match the Client's taste and needs. Upon completion of this stage, the Client will be asked to confirm acceptance for the basic site design via e-mail or by signing a printed copy of the design and an additional 40% will be required. Once this acceptance is received from the Client, the work necessary to complete the project will begin.

Client agrees to provide Developer with any and all content, graphics, and other information necessary to complete the Web site within sixty (60) days of the date the Agreement is signed. Should Client not provide Developer with all content, graphics, and other information within sixty (60) days of the date the Agreement is signed, payment in full for completed work will be due immediately and the contract will be considered completed.

Upon completion of the Web site, an e-mail or letter and invoice will be sent to the Client advising the Client that the work has been completed. Final payment of the remaining 20% balance plus any additional charges incurred will due within fifteen (15) business days after delivery of this e-mail or letter and invoice. If the fifteen (15) day minimum is not met, an additional charge of 10% is due. If payment is not made within thirty (30) days of notification, simple interest will accrue on the balance owed at a rate of 18% from the date the 10% penalty was levied. Developer reserves the right to remove all Web content from the Internet if payment is not made within thirty (30) days after delivery of our completion notification.

### **13. Client Amends**

The Developer understands that the Client may request significant design changes to pages that have already been built to the Client's specification. To that end, please note that our agreement does not include a provision for "significant page modification" or creation of additional pages in excess of those specified in section 5 above. If significant page modification is requested after a page has been built to the Client's specification, additional charges will apply.

Some examples of significant page modification at the request of the Client include:

- Developing a new table or layer structure to accommodate a substantial redesign at the Client's request.
- Recreating or significantly modifying the company logo graphic at the Client's request.
- Replacing more than 50% of the text to any given page at the Client's request.
- Creating a new navigation structure or changing the link graphics at the Client's request.

Clients who anticipate frequently changing the look of their site during the design process and Clients who desire to be intricately involved design of each page are encouraged to negotiate an agreement which exceeds the scope in section 5 above. If significant page modification is requested by the Client beyond the scope of section 5 the charge will be \$150/hour. Moderate changes, however, will always be covered during our development of the site.

### **14. Maintenance Agreements**

Maintenance Agreements are negotiated on a Client by Client basis as each Client will have differing needs. This is another way the Developer seeks to help the Client control cost. No maintenance is included in this agreement. If ongoing maintenance is desired pricing will be included in an amendment to this agreement.

Developer offers two kinds of maintenance agreements. In one, the Client pays a fixed monthly rate for such things as changing price to an item, adding additional inventory, making moderate graphic changes, and coordinating delivery of the Web site with the Host Provider. In the other agreement, the customer pays on an 'as needed' hourly basis.

### **15. Third Party or Client Page Modification**

Some Clients will desire to independently edit or update their Web pages after completion of the site as a way to control costs and avoid the expense of a Maintenance Agreement. This is always an option for Clients of the Developer.

Note however, that if this option is selected and the Client or an agent of the Client other than the Developer attempts to update the Web site and damages the design or impairs the ability for the Web pages to display or function properly, time to repair the Web pages will be assessed at an hourly rate of \$150. There is a one hour minimum.

### **16. Creation of Archival CD**

The Developer will create one copy of the Client's Web site on CD at the Client's request upon completion of the site. Additional copies of the CD are available for \$25.00 each.

### **17. Search Engine Registration**

The Developer will optimize the Client's Web site with appropriate titles, keywords, descriptions and text for basic search engine rankings. The Developer also offers *advanced* search engine optimization and site promotion services. If advanced search engine optimization and site promotion services are desired pricing will be included in an amendment to this agreement.

### **18. Assignment of Project**

The Developer reserves the right to assign certain subcontractors to this project. The Developer warrants all work completed by subcontractors for this project. When subcontracting is required, the Developer will only use industry recognized professionals.

### **19. Additional Expenses**

Client agrees to reimburse the Developer for any critical Client requested expenses necessary for the completion of the project. Examples would be:

- Purchase of specific fonts at the Client's request,
- Purchase of specific photography at the Client's request.
- Purchase of specific software at the Client's request.

### **20. Copyrights and Trademarks**

The Client represents to the Developer and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to the Developer for inclusion in the Client's Web site 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 the Developer and its subcontractors from any claim or suit arising from the use of such elements furnished by the Client.

## **21. Limited Liability**

Client agrees that any material submitted for publication will not contain anything leading to an abusive or unethical use of the Web Hosting Service, the Host Server or the Developer. Abusive and unethical materials and uses include, but are not limited to, pornography, obscenity, nudity, violations of privacy, computer viruses, harassment, any illegal activity, spamming, advocacy of an illegal activity, and any infringement of privacy.

Client hereby agrees to indemnify and hold harmless the Developer from any claim resulting from the Client's publication of material or use of those materials.

## **22. Indemnification**

Client agrees that it shall defend, indemnify, save and hold the Developer harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees associated with the Developer's development of the Client's Web site. This includes Liabilities asserted against the Developer, its subcontractors, agents, clients, servants, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by the Client, its agents, employee or assigns.

Client also agrees to defend, indemnify and hold harmless the Developer against Liabilities arising out of any injury to person or property caused by any products or services sold or otherwise distributed over the Client's Web site. This includes infringing on the proprietary rights of a third party, copyright infringement, and delivering any defective product or misinformation which is detrimental to another person, organization, or business.

## **23. Laws Affecting Electronic Commerce**

The Client agrees that it is responsible for complying with the laws, taxes, and tariffs related to e-commerce, and will hold harmless, protect, and defend the Developer and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the client's use of Internet electronic commerce. Client also understands that the Developer can not provide legal advice.

## **24. Ownership of Web Pages and Graphics**

Copyright to the finished assembled work of Web pages produced by the Developer and graphics shall be vested with the Client upon final payment for the project. This ownership is to include, design, photos, graphics, source code, work-up files, text, and any program(s) specifically designed or purchased on behalf of the Client for completion of this project.

## **25. Design Credit**

Client agrees that the Developer may put a byline on the bottom of their primary or 'home' Web page establishing design and development credit. Client also agrees that the Web site created for the Client may be included in the Developer's portfolio.

## **26. Nondisclosure**

The Developer its employees and subcontractors agree that, except as directed by the Client, it will not at any time during or after the term of this Agreement disclose any Confidential Information to any person whatsoever. Likewise, the Client agrees that it will not convey any Confidential information obtained about the Developer to another party.

## **27. Author Referral Commission Program**

The Developer recognizes 'word-of-mouth' advertising as our most favorable method of developing new business. As such, we want to reward customers who are pleased with our work and refer us to another individual, business, or organization.

If you refer our services to another party and we ultimately establish a contract with that party, we will provide you, the Client, with one month of free maintenance service (not to exceed eight hours).

## **28. Completion Date**

The Developer and the Client must work together to complete the Web site in a timely manner for both parties to remain profitable. A rough draft will be available online within two weeks after receipt of deposit. Site will be completed within three weeks after approval of rough draft.

Client agrees to provide Developer with any and all content, graphics, and other information necessary to complete the Web site within sixty (60) days of the date the Agreement is signed. Should Client not provide Developer with all content, graphics, and other information within sixty (60) days of the date the Agreement is signed, payment in full for completed work will be due immediately and the contract will be considered completed.

## **29. Cancellation**

Cancellation of the project at the request of the Client must be made by certified letter. In the event that work is postponed or canceled at the request of the Client by registered letter, the Developer shall have the right to retain the original 40% deposit. In the event this amount is not sufficient to cover the Developer for time (\$150 per hour) and expense already invested in the project additional payment will be due. If additional payment is due, this will be billed to the Client within 10 days of notification via registered letter to stop work. Final payment will be expected under the same terms as listed in Article 13 above.

## **30. Arbitration**

Any disputes in excess of \$1,000 (or the maximum limit for small claims court) arising out of this Agreement shall be submitted to binding arbitration before a mutually agreed upon Arbitrator pursuant to the rules of the American Arbitration Association. The Arbitrator's award shall be final, and judgment may be entered in any court having jurisdiction thereof. The Client shall pay all arbitration and court costs, reasonable attorney's fees and legal interest on any award or judgment in favor of the Developer.

**31. Entire Understanding**

This contract and the Appendices attached thereto constitute the sole agreement between the Developer and the Client regarding this project. It becomes effective only when signed by both parties. It is the spirit of this agreement that this will be a mutually beneficial arrangement for the Client and the Developer.

Both parties warrant that they have read and understand the terms set forth in this agreement. This agreement shall be governed and construed in accordance with the laws of the State of California.

On behalf of the Client \_\_\_\_\_

Date \_\_\_\_\_

On behalf of the Developer \_\_\_\_\_

Joel D Canfield  
Spinhead Web Design

Date \_\_\_\_\_

**Thank you for choosing Spinhead Web Design.**

