

Website Design Contract

Client:

Contact Name:

Phone:

Address:

City:

State: Zip:

Email Address:

Website URL (if any):

These are the terms of our contractual agreement together:

1. Authorization.

The above named client is engaging Mark Watanabe as an independent contractor for the specific purpose of developing and/or improving a World Wide Web site within the parameters outlined below. The client hereby authorizes Mark Watanabe with "write permission" for the clients web directory, cgi-bin directory, and any other directories or programs which need to be accessed for this project.

2. Scope of Service.

- For website design, construction, navigational structure and site upload the client agrees to the sum total of \$_____.
- Website will consist of _____ pages, each no longer in length than 1200 pixels.
- Website will be created using _____ and custom graphics (lines, bullets, background images) as warranted.
- Links to any external pages the client may wish to include as well as email response links to any web address the client designates.
- Material will be provided for review and approval by Mark Watanabe at several times during the creation process. Any modifications, changes or additions to design or navigation structure after the clients' approval will be billed at the rate of \$60.00 per hour.
- The client is responsible for providing Mark Watanabe with the following material:
 - Logo (.jpg, .gif, .tif, .png, .ai, or .psd format)
 - Written content (Executed as specified in our *Content Worksheet*. In the event that the client desires additional standard web pages beyond the original number of

pages as specified above, the client agrees to pay Mark Watanabe an additional \$ _____ for each page.)

- Photographs/graphics (please refer to our *Website Planning Worksheet*)
- The client is responsible for providing their own server to host website, unless provisions are made prior to this agreement for Mark Watanabe to provide a server to host your site. *Please refer to the Web Planning Worksheet.*
- While Mark Watanabe will provide meta-tags used by search engines, the client is responsible for any submissions to the various search engines.

Product web pages, products, or photos added after the site is ready will be calculated for actual time spent at the hourly rate specified below.

3. Revisions and Acceptance.

Any future modifications, changes and additions to the design and/or content after the completion of site will be billed at the discounted rate of \$_____ per hour.

4. Method of Payment.

Fees to Mark Watanabe are due and payable on the following schedule: 50% (\$_____) upon signing this contract, 50% (\$_____) when the web pages have been constructed in accordance to section 2, "Scope of Service". Any fees that are past due more 30 days may be subject to an additional fee of 10% of the total amount due. If the total amount of this contract is less than \$600, the total amount shall be paid upon the signing of this contract. All payments shall be made in US funds.

5. Assignment of Project.

Mark Watanabe reserves the right to assign subcontractors to this project to insure the right expertise for the job as well as on-time completion.

6. Changes to Submitted Text.

Please provide your **final** text. Time required to make substantive changes to client-submitted text after the web pages have been constructed will be additional, billed at the hourly rate of \$_____ per hour.

7. Copyrights and Trademarks.

The client represents to Mark Watanabe and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or their artwork furnished to Mark Watanabe 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 Mark Watanabe from any claim or suit arising from the use of such elements furnished by the client.

8. Term of agreement.

Mark Watanabe will complete the proposed website in a timely manner. Upon signing of contract all contracted work will be completed no later than _____. If the client does not provide Mark Watanabe with complete text and graphics within _____ days of signing this contract, the entire contract becomes due and payable. In addition a continuation fee of 10% of the total contract price will be assessed each month until the website is complete.

9. Laws Affecting Electronic Commerce.

From time to time the 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 Mark Watanabe and his subcontractors from any claim, suit, penalty, tax, or tariff arising from the client's exercise of Internet electronic commerce.

10. Copyright to Web Pages.

Copyright to the finished assembled work of web pages produced by Mark Watanabe is owned by Mark Watanabe. 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. Mark Watanabe retains the right to display graphics and other web design elements as examples of her work in her portfolios.

11. Sole Agreement.

The agreement contained in the "Website Design Contract" constitutes the sole agreement between Mark Watanabe 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.

12. 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 requests a refund in writing within 30 days, work completed will be billed at the hourly

rate stated above, and deducted from the initial payment, the balance of which shall be returned to the client. If at the time if the request for a 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. The undersigned agrees to the terms of this agreement on behalf of his or her organization or business.

Authorized Signature on Clients Behalf Date

Mark Watanabe

Date
