



## Website Design Project Contract

### Package Type:

### Client Information:

Business Name:

Client Name:

### **1. Authorization.**

The above-named Client (hereinafter referred to as "Client") is engaging PMG Design as an independent contractor for the specific purpose of designing a World Wide Web site, herein after referred to as "Web Design Project", to be published on PMG Design's account on an Internet Service Provider (ISP)/Web Presence Provider (WPP) computer, herein after refer to as "Hosting Service", or provided on diskette at the Client's option. The Client hereby authorizes PMG Design to access this account, and authorizes the Hosting Service to provide PMG Design and its designer, Amber Francis, with "full access" to the Client's account, and any other programs needed for this Web Design Project that are included as part of the Client's service agreement/level. The Client also authorizes PMG Design to submit the completed Web Design Project to major Web Search Engines (Google, Yahoo & Bing).

### **2. Development.**

This Web Design Project will be developed using Macromedia® Dreamweaver.

- **Compatibility** - Designing a web site to fully work in multiple browsers (and browser versions) can require considerable, extra effort. It could also involve creating multiple versions of code/pages. PMG Design represents and warrants that the web site we design for you will work in:
  - Microsoft® Internet Explorer versions 6.0 and up
  - Mozilla Firefox version 3.0 and up
  - Safari 3.2.1 and up

While PMG Design will make reasonable efforts to design a fully-functional web site, PMG Design's warranty does not cover AOL, text-based browsers or requested special effects that we have advised you against.

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- **For People with Disabilities** – PMG Design's standard is to be Section 508 compliant. 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.**

PMG Design 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 Amber Francis and/or PMG Design 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 Amber Francis and PMG Design and 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 up to one month after the date the Client's web site is available to be published to the hosting service 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, 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 hosting service. Major page code and/or graphics changes and additions will be charged at **\$40.00** per hour rate. (Notice: This rate is subject to change at any time.)

### **6. Completion Date.**

PMG Design 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 days after Client has submitted all necessary materials. If the Client does not supply PMG Design 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 PMG Design as liquidated damages and the contract shall become null and void, at PMG Design's 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 PMG Design's Internet Service Provider (ISP) upon receipt of final payment or delivered via diskette upon the receipt of full payment. PMG Design offers website hosting as a reseller of hosting services at a rate of **\$50/year**. (Notice: This rate is subject to change at any time.) PMG Design does not host websites locally. PMG Design shall not be held responsible for any issues relating to the hosting of a website that PMG Design created. 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 Amber Francis and PMG Design and 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 PMG Design will be owned by Amber Francis

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and/or PMG Design. 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. PMG Design and its subcontractors retain the right to display graphics and other Web Design elements as examples of their work in their respective portfolios.

#### **10. Payments.**

Payments must be made promptly based on the terms of this Web Site Design Project. PMG Design reserves the right to remove any Web Design Project from viewing on the Internet until 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 PMG Design. Regardless of the place of signing of this agreement, the Client agrees that for purposes of venue, this agreement was entered into Boone County, Missouri, and any dispute will be litigated or arbitrated in Boone County, Missouri and the Client hereby consents to the personal jurisdiction of the Missouri State Courts. Furthermore, the Client waives any right to or claim of sovereign immunity. Adding of Meta Tags (Description and Keywords) and the submission of the Web Design Project to Web search engines and updating occur only after the full final payment is made. All payments will be made in U.S. Dollars.

#### **11. Payment Schedule.**

Payment for services provided hereby shall be made in accordance with the conditions contained in this contract and the Package Price, attached hereto and made a part of this agreement hereof. Notwithstanding any prices listed in literature or on Web pages, the Client and PMG Design agree that the services described in this contract, and the Package Price, shall be completed for \$\_\_\_\_\_. The Client agrees to pay to PMG Design an initial, non-refundable deposit of \$\_\_\_\_\_ (normally, 50% of the estimated total cost) upon execution of this agreement. Final payment is due within 30 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 PMG Design 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 Amber Francis and/or PMG Design 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 PMG Design has been advised of the possibility of such damages.

#### **13. Disclaimers**

Although we make every effort to ensure proper spelling and grammar, this alone is not sufficient. Just as with any other publishing business, the production of a professional web site requires careful proofreading by the web site owner. When you provide material to us for your web site, it is your responsibility to ensure that all information is correct, free from copyright infringement, and relevant. The information contained within your web site is your responsibility. All content is provided by the Client to Amber Francis and/or PMG Design. Amber Francis and/or PMG Design will not be held liable for any issues that may arise due to incorrect information or any issues that relate to copyright infringement.

PMG Design submits all web site projects to the following search engines at no additional charge: Google, Yahoo, MSN. We have no control over the possible time frame or even if your site will be listed at all as we do not manage search engine content and can not be held responsible. The search engines decide whether or not your web site will be listed in their directories.

#### **14. Disclaimer for Clients Utilizing Autotrader.com Customer Promotion**

Offer valid for current Autotrader.com customers only. All clients must have an active subscription advertising package with Autotrader.com to be eligible for this promotion. All web site "Inventory" pages are powered through the Autotrader.com "Inventory Only" and/or "Inview" tools provided by Autotrader.com. In the event that you cancel your subscription advertising package with Autotrader.com your inventory will stop updating/or feeding to your web site purchased through this promotion. PMG Design is in no way responsible or liable in any manner for the Autotrader.com "Inventory Only" and/or "Inview" inventory feeds. Amber Francis and/or PMG Design will not be held responsible or liable in any manner for the loss of inventory to your web site purchased through this promotion if you cancel your Autotrader.com subscription advertising package. This promotion is a one time fee product. Thus, PMG Design cannot be held responsible for possible future updates/changes to web browsers that may affect your web site, changes in Autotrader.com policies as it relates to the ability to use the inventory feed tools ("Inventory Only" and/or "Inview") or in any other manner. All products and/or services purchased through PMG Design are subject to but not limited to our general disclaimers policies published on <http://www.pmg-webdesign.com>.

#### **15. This Agreement.**

This agreement constitutes the sole agreement between PMG Design 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 PMG Design. All prices specified in this contract will be honored for 6 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:

E-mail:

##### **PMG Design**

By \_\_\_\_\_ Date \_\_\_\_\_

Amber Francis

It's Authorized Representative

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