

Web design & Development Contract

Authorization regarding account access

_____ [client's name] is engaging the Boston Webdesign, LLC as an independent designer for the specific project of developing and/or improving a World Wide website to be installed on _____ [client's name] 's web space on a web hosting service's computer.

_____ [client's name] hereby authorizes the designer to access their account, and authorizes the web hosting service to provide the designer with "write permission" for _____ [client's name] 's web page directory, cgi-bin directory, and any other directories or programs which need to be accessed for this project.

_____ [client's name] also authorizes the designer to publicize the completed website to Web search engines, as well as other Web directories, indexes and to promote Boston Webdesign, LLC with a link back located on a visible but unobtrusive section of the website.

In depth project description and process

1. Boston Webdesign, LLC. will plan, code, and design a website for individual or corporate use to the specifications required by _____ [client's name] . _____ [client's name] is required to either give exact specifications or have Boston Webdesign, LLC. do their best to meet the general requirements laid out by _____ [client's name] .

2. The estimate described in this document is only referring to the site specifications given by _____ [client's name] at the time this document was printed. The date can be found on the bottom of this page. Additional work not included with this document will require further payment deemed necessary by Boston Webdesign, LLC.. If the web site requires revisions _____ [client's name] will be billed accordingly and a new invoice will be issued.

3. The process for the presentation of graphics consists of Boston Webdesign, LLC. providing drafts and asking for feedback from _____ [client's name] . _____ [client's name] then gives feedback or approves of the images being used before they are put in place. The estimate assumes 2 rounds of this process will suffice for image creation.

All content on the website will be provided by _____ [client's name] for Boston Webdesign, LLC. to use. This content will be displayed as final drafts on the website and should be pre-read and checked by _____ [client's name] before issuing for use with the website. The content should be labeled depending on the placement that it is needed on the site. For example, the "About U" content should contain information about the individual or corporation and be labeled as such.

To maintain our portfolio credentials and integrity we, Boston Webdesign, LLC., shall be entitled to reproduce samples of _____ [client's name] 's website in our portfolio and in our marketing material.

Site specs

The website will consist of html and PHP based design unless otherwise noted. The site will provide general information about _____ [client's name] without the need of consent supervision. _____ [client's name] is required to maintain the website unless major modification is required. Boston Webdesign, LLC. hold no responsibility for the website after the initial build. We, Boston Webdesign, LLC., however will provide support and general website upkeep as needed. If _____ [client's name] needs more then general upkeep _____ [client's name] is required to pay a fee for whatever is changed. Please refer to article 2 in the above text for more information.

Date for completion

The designer and _____ [client's name] must work together to complete the website in a timely manner. We agree to work expeditiously to complete the website no later than [DATE OF COMPLETION]. If _____ [client's name] does not supply the designer complete text and graphics content for all pages contracted for within six weeks of the date this contract was signed, the entire amount of the contract becomes due and payable. If _____ [client's name] 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 advertised.

Agreement that subcontractors can be used if needed.

Boston Webdesign, LLC. reserve the right to assign subcontractors to this project to insure the right fit for the job as well as on-time completion.

Price estimate as well as late charges and down payment amount

Boston Webdesign, LLC. estimates that the cost for producing the website described in the site specification will be [TOTAL COST OF PROJECT].

Payments will be as follows:

A payment of 1/2 of the estimate total [TOTAL COST OF PROJECT] is due upon the signing of this agreement before work begins.

Delinquent bills will be assessed a \$15 charge if payment is not received within 15 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. If an amount remains delinquent 120 days after its due date, Boston Webdesign, LLC. reserve the right to remove the webpage(s) from viewing on the Internet until final payment is made.



Boston Webdesign, LLC.

Your partner to the world wide web and beyond.

In case collection proves necessary, _____ [client's name] agrees to pay all fees incurred by that process. This agreement becomes effective only when signed by the designer or a Boston Webdesign, LLC. representative.

Regardless of the place of signing of this agreement, _____ [client's name] agrees that for purposes of venue, this contract was entered into in USA, Massachusetts, and any dispute will be litigated or arbitrated in USA, Massachusetts. Please pay on time.

Refund policy

If _____ [client's name] halts work and applies by registered letter for a refund within 30 days, to Boston Webdesign, LLC., 3 Pine Street, Sharon, MA 02067, phone (617) 202 9242, or email admin@webdesign-boston.com work completed shall be billed at half of the initial payment, the balance of which shall be returned to _____ [client's name] . If, at the time of the request for refund, work has been completed beyond the amount covered by the initial payment, _____ [client's name] 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.

Maintenance and hourly rate

This agreement includes minor web page maintenance to the website over a six-month period, including error correction, and general layout fixes. It does not including removing nearly all the text from a page and replacing it with new text, _____ [client's name] can update the site on their own but if you need the designer to do this for you, you will be billed at the hourly rate of \$75.00 per hour. The six-month maintenance period commences upon the date _____ [client's name] signs this contract.

Changes requested by _____ [client's name] beyond those limits will be billed at the hourly rate of \$75.00. This rate shall also govern additional work authorized beyond the maximums specified above for such services as general Internet orientation education, marketing consulting, web page design, editing, modifying product pages and databases in an on line store, art, photo, graphics services, and helping _____ [client's name] learn how to use their own web page editor.

Legal information

Boston Webdesign, LLC. does not warrant that the functions contained in these web pages or the Internet website will meet _____ [client's name] 's requirements or that the operation of the web pages will be uninterrupted or error-free. The entire risk as to the quality and performance of the web pages and website is with _____ [client's name] ..

In no event will Boston Webdesign, LLC. be liable to _____ [client's name] 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 Boston Webdesign, LLC. 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.

Copyrights and Trademarks

_____ [client's name] represents to Boston Webdesign, LLC. and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Boston Webdesign, LLC. for inclusion in web pages are owned by _____ [client's name] , or that _____ [client's name] has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend Boston Webdesign, LLC. and its subcontractors from any claim or suit arising from the use of such elements furnished by _____ [client's name] .

Laws Affecting Electronic Commerce

From time to time governments enact laws and levy taxes and tariffs affecting Internet electronic commerce. _____ [client's name] agrees that _____ [client's name] is solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend Boston Webdesign, LLC. and its subcontractors from any claim, suit, penalty, tax, or tariff arising from _____ [client's name] 's exercise of Internet electronic commerce.

Copyright to Web pages

Copyright to the finished assembled work of web pages produced by the designer (of Boston Webdesign, LLC.) is owned by Boston Webdesign, LLC. until final payment of this contract, _____ [client's name] is assigned rights to use as a website the design, graphics, and text contained in the finished assembled website. Boston Webdesign, LLC. and their subcontractors retain the right to display graphics and other Web design elements as examples of their work in their respective portfolios.

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

I _____ [client's name] sign this document stating I have read and agreed to all of the above in cooperation with Boston Webdesign, LLC. in production and deployment of [NAME OF PROJECT].

I also agree that if under any circumstances I cannot afford to pay the remaining balance I forfeit the deposit and will have everything designed by Boston Webdesign, LLC. revoked and the contract terminated until I can pay the remaining balance in full.

Boston Webdesign, LLC. / /
Date

[CLIENT'S NAME] / /
Date