

Web Designs of Bath
P.O. Box 82
Bath, OH 44210
(330) 666-5846

Website Design Agreement

Contact Name:

Phone:

Client: Business/Organization

Address

City, State, Zip

E-mail address:

Present WWW URL:

Web Designs of Bath desires to delight the client. One way is to make clear our understandings with each other. These are the terms of our agreement together:

1. Authorization.

The above-named client is engaging Web Designs of Bath, a sole proprietor, located at P.O. Box 82 in Bath, Ohio 44210, as an independent contractor for the specific project of developing and/or improving a World Wide Website to be installed on the client's web space hosted by Web Designs of Bath. The client hereby authorizes Web Designs of Bath to access this account. The client also authorizes Web Designs of Bath to publicize their completed website to Web search engines, as well as other Web directories and indexes.

2. Website Package Elements.

Web Designs of Bath includes the following elements in your Website Package:

- E-mail/phone consultation providing Internet orientation education, marketing strategy and Web design consultation.
- Words of text will be supplied by the client for supplemental pages such as staff descriptions, programs or services, brochures, etc. The text will be in Microsoft Word format and delivered by e-mail or CD.
- Links to external pages. Links will open in a new browser window.
- Custom Graphics or Photos will be supplied by client. Web Designs of Bath will design simple logos, bars and buttons. Client will determine colored or textured background.
- Installation and maintenance of web pages on the client's web hosting service.
- Updates and changes to existing web pages for agreement duration, subject to the limits outlined below.
- Client will have unlimited web pages and changes to them
- Site publicity via search engine submission. Web Designs of Bath will not guarantee search engine placement. Client may choose to contract at their expense with search engine placement services. Modification to any meta tags requested by such service will incur an additional \$10.00 fee per page requested.
- E-mail response link on each webpage to any e-mail address the client designates.

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3. Completion Date.

Web Designs of Bath and the client must work together to complete the website in a timely manner. We agree to work expeditiously to complete the website no later than (Specified Date).

4. Duration of Agreement and Fees.

- Duration of Agreement – (Begin Date) through (End Date).
- Fees for designing, maintaining and hosting shall be \$XXXX.XX for duration of agreement.
- Quarterly payments of \$XXXX.XX shall be due upon signing of agreement and on (Specified Quarterly Dates).
- Payment of fees shall be prompt. Any payment past due more than 10 days will result in suspension of site.
- Client will be responsible for maintaining an active registration of the domain name of (Specified Domain Name).

5. Ownership of source code and images.

Client will assume ownership upon completion of agreement providing all fees due Web Designs of Bath have been paid.

6. Legal Stuff.

Web Designs of Bath does not warrant that the functions contained in these web pages or the Internet website will meet the client'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. In no event will Web Designs of Bath be liable to the client 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 Web Designs of Bath 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.

7. Copyrights and Trademarks.

The client represents to Web Designs of Bath and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Web Designs of Bath 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 Web Designs of Bath and its subcontractors from any claim or suit arising from the use of such elements furnished by the client.

8. Laws Affecting Electronic Commerce.

From time to time 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 Web Designs of Bath and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the client's exercise of Internet electronic commerce.

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9. Copyright to Web pages.

Copyright to the finished assembled work of web pages produced by Web Designs of Bath is owned by Web Designs of Bath. Upon final payment of this agreement, the client is assigned rights to use as a website the design, graphics, and text contained in the finished assembled website. Web Designs of Bath retains the right to display graphics and other Web design elements as examples of work in respective portfolio.

10. Sole Agreement.

The agreement contained in this "Website Design Agreement" constitutes the sole agreement between Web Designs of Bath and the client regarding this website. Any additional work not specified in this agreement must be authorized by a written change order. All fees specified in this contract will be honored for twelve (12) months after both parties sign this contract. Continued services after that time will require a new agreement.

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

On behalf of the client (authorized signature):

_____ Date _____

On behalf of Web Designs of Bath (authorized signature)

_____ Date _____