



# Website Design Contract

This is a legal and binding contract between **TRW Web Design Company** and the Client listed below.

## Developer:

### Tony Weatherman

TRW Web Design Company

1555 Jan Lan Blvd

St Cloud, Florida 34772

**(407) 288-0087**

[www.trw-webdesign.com](http://www.trw-webdesign.com)

[tony@trw-webdesign.com](mailto:tony@trw-webdesign.com)

## Client:

Company Name - \_\_\_\_\_

Contact Name - \_\_\_\_\_

Billing Address - \_\_\_\_\_

City - \_\_\_\_\_ State - \_\_\_\_\_ Zip Code - \_\_\_\_\_

Business Phone - \_\_\_\_\_ Mobil Phone - \_\_\_\_\_

Email Address - \_\_\_\_\_

Present Website Domain Name (if applicable):

\_\_\_\_\_

These are the terms of our agreement together;

## 1. Authorization:

The above named Client is engaging TRW Web Design Company, herein known as “Developer”, a sole proprietor located in St Cloud, Florida, as an independent contractor for the specific purpose of developing and/or redesigning or improving a website. The Client hereby authorizes the web hosting service to provide the developer with full access and permission to the clients’ web hosting directory and any other programs and directories which may be needed for this project.

The client also authorizes the developer to publicize their completed website to the search engines and other web directories as well as display on developers’ website portfolio as an example of their work.

## 2. Website Package Description:

Below is a description of services which may or may not be included.

- **Domain Registration:** Developer will help secure a domain name for the client at the clients request and expense. The domain name will be registered through the developer and be registered in the clients name and become property of the client once final payment is made. If the client already has a domain name, the developer will coordinate redirecting it to the new website host.
- **Website Hosting:** The client agrees to select a hosting service that allows the developer full access to the website, SQL databases and any other area access is required to complete this project. The client further understands that the hosting definitions are to meet the needs of the developer and the programs and scripts required to run the clients website needs.

Client also understands that TRW Web Design Company does provide hosting services and if needed can offer these services to the client. Hosting costs are not included in this contract unless specified in the appendix.

- **Installation:** The client understands that the website will be installed and built on the clients' server. The developer reserves the right to restrict the clients' access to the server until final payment is made, and can remove the website at anytime for failure to comply with this agreement.
- **Text and Content:** All text and copy for the website must be supplied by the client in (.doc) or (.txt) format via email or upload from developer website. There will be an additional charge for typesetting and/or creating text and copy.
- **Photos:** Photos and other miscellaneous graphics and Images must be supplied by the client. This agreement includes scanning up to 10 photos if required by the client. Any additional scanning will be an additional cost.
- **Site Publicity:** Once the website is complete the developer will submit the client website to a one time search submission to most of the major web search engines such as Google, Yahoo Search, Bing and other search engines. This submission does not include any directories or paid for inclusion search engines.
- **Web Browser Compatibility:** This agreement contemplates the creation of a website that will be viewable by Microsoft Internet Explorer and Mozilla Firefox versions that are available at the time of this agreement. Compatibility is defined herein as all critical elements of each page being viewable in both browsers. Developer cannot guarantee the compatibility of clients' website with AOL Browser, or Google Chrome. Client is also aware that some of the website techniques may require plug-ins and add-ons to work completely. Client also understands that as newer versions of browsers are developed, the newer versions may not be compatible and may require an update to the website to meet these requirements and is not included in this agreement.

- **Site Map:** This agreement will also include a sitemap to be installed for search engine navigation on all websites that are 8 pages or more.

### 3. Website Package:

The content of the web pages will be supplied by the client and executed by **TRW Web Design Company** as specified by the client in the "Design Worksheet" dated \_\_\_\_\_. This website will include approximately \_\_\_\_\_ static pages and \_\_\_\_\_ programs also specified in "Design Worksheet". If the client desires to add additional pages or make any changes after this agreement has been signed, the client understands there will be an additional charge for any changes beyond the scope of this agreement.

### 4. Additional Expenses:

Client agrees to reimburse the developer for any critical client requested expenses necessary for the completion of this project. Examples of this would be;

- Purchase of specific photography at the clients request.
- Purchase of specific software or scripts at the clients request.
- Purchase of specific fonts at the clients request.

### 5. Other Services:

The developer can also offer any of these additional services to the client at clients' request;

- **Graphic Creation:** At the clients request the developer can also offer logo creation and banners and buttons for the client to use for internet advertising. If this option is included, details will be discussed on the "design Worksheet".
- **Macromedia Flash:** At the clients request the developer can also offer Macromedia Flash to be installed on the clients' website. If this option is included, details will be discussed on the "design Worksheet".
- **Audio:** At the clients request the developer can embed audio files to play on the clients' website. If this option is included, details will be discussed on the "design Worksheet".
- **Video:** At the clients request the developer can embed video to stream or be downloaded from the clients' website. If this option is included, details will be discussed on the "design Worksheet".
- **Secured Certificates:** At the clients request the developer can install a secured certificate on the clients' website for the purposes of ecommerce or online stores. If this option is included, details will be discussed on the "design Worksheet".
- **Ecommerce/Shopping Cart:** at the clients request the developer can install and customize an ecommerce or shopping cart program on the clients' website. The client understands that this option does not include the developer adding product without additional cost.

- **Website Training:** Included with this agreement is (2) two hours of training on using any software or programs to be installed on the clients' website. Should the client require additional training it will be understood that it will be an additional expense of the client.

## **6. Client Changes:**

TRW Web Design Company takes great pride and effort in providing excellent service. This is the spirit of our agreement and our business. To that end, we encourage input from the client during the design process. Each stage of the development process is approved by the client and any significant changes or requests after client acceptance of that stage in development could result in additional charges.

This agreement does not include a provision for significant layout modification, navigational modification or creation of additional pages in excess of what is laid out in the "Design Worksheet". Significant changes can include;

- Developing a new table or layer structure to accommodate a substantial redesign at the clients' request.
- Recreating or significantly modifying the page structure, navigational structure or overall layout at the clients' request.
- Replacing more than 65% of the text or copy on any given page at clients' request.
- The addition of pages to the website creating additional navigational structure changes.

Moderate changes to the website, however, will always be covered during development of the website and also covered by our (2) two months of free maintenance.

## **7. Website Maintenance:**

It will be understood that after completion of the client website there will be (2) months of free website maintenance. This will include minor maintenance to web pages (not store products, or product pages), updating inline links, and minor copy and text changes. Any changes or maintenance needed beyond the scope of this agreement will be billed at the hourly rate and subject to client approval before work will commence.

TRW Web Design Company does offer discounted Monthly Maintenance Packages for clients who anticipate frequent changes to images, text and content to their website.

## **8. Search Engine Submission:**

TRW Web Design Company will optimize ALL pages of the clients' website and submit the entire website to a one time submission to major search engines such as Google, Yahoo Search and Bing. TRW also offers Advanced Search Optimization Packages and Website Marketing services if needed. TRW does encourage all of the commercial clients to obtain Advance Search Engine Optimization for best organic results.

## **9. Third Party or Client Modification:**

Some clients will desire to purchase editing software and independently edit or update their website pages after the completion of the website. Please note that TRW Web Design Company is not responsible for any damage

created by the client or any agent of the client. Any repairs required will be assessed at and hourly rate of \$75 (Seventy-Five Dollars) per hour with a one hour minimum charge.

## **10. Copyright and Trademarks:**

The client represents to the developer and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks or artwork furnished to TRW Web Design Company for inclusion into the client website are owned by the client, or that the client has permission from the rightful owner to use each of these elements and will hold developer and its contractors harmless from any claim or suit arising from the use of such elements supplied by the client.

## **11. Assignment of Project:**

TRW Web Design Company reserves the right to assign certain subcontractors to this project to insure the completion of the project in a timely manner. TRW warrants all work completed by subcontractors or employees. If a subcontractor is required, TRW will only use industry specific professionals.

## **12. Age:**

Authorized representative of the client certifies that he/she is at least 18 years of age and legally capable of entering into a contract in the State of Florida on behalf of the client.

## **13. Warranties and 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 TRW Web Design Company. Abusive and unethical materials and uses include, but are not limited to, racism, terrorism, pornography, obscenity, violations of privacy, computer viruses, harassment, any illegal activity, spamming, advocacy of an illegal activity and any infringement of privacy.

It is also understood that TRW Web Design Company will not publish information over the internet which may be used by another party to knowingly cause harm to another. TRW will not develop a warez website for any client. Client agrees to hold TRW harmless from any and all claims and disputes that arise from the clients' publication of any and all use of those materials.

TRW Web Design Company agrees to never share, disclose, duplicate or share any trade secrets or information from any client with anyone, or publish on any website not authorized by the initiating client.

## **14. Ownership of Website and Graphics:**

Copyright and Ownership to the finished and assembled work of webpages and graphics produced by the developer shall be vested with the client upon final payment of the project. This ownership is to include the design, photos, graphics, source code, text and any software purchased or designed specifically for the client for completion of this project.

TRW Web Design Company reserves only the right to display its logo and hyperlink on the bottom of the website as long as it is at least 60% of the creation of the developer. TRW also reserves the right to display the design on the developers' website as an example of their work. Client may, if they choose purchase a DVD with all materials and software used and created for the development of the website project from the developer at a \$25.00 fee.

## **15.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 TRW Web Design Company harmless, protect and defend the developer and its employees and subcontractors from any claim, suit, penalty or tax arising from the clients' exercise of internet electronic commerce.

## **16.Indemnification:**

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

Client also agrees to defend, indemnify and hold harmless TRW Web Design Company against any liabilities arising out of any damage or injury to any person or property cause by any products or services sold or distributed over the clients website. Client also agrees to hold harmless and protect TRW from any disputes or claims from any computer issues anyone may have from visiting the clients' website.

## **17.Work Schedule and Completion Date:**

Developer will submit a draft or Image of the layout of the website no later than (5) five business days after receiving a signed contract and deposit from the client. Client agrees to send any and all materials and access to developer to meet this deadline. Client will then be asked to confirm acceptance of the layout by email and work will begin on the development of the website.

After Layout approval the client must supply developer with all other materials required to complete the project in a timely manner. All copy, text, images and graphics must be sent via email, or uploaded to the developers website when requested in order to meet the agreed upon completion date. Developer is not responsible for delays because of material obligations not being met by client.

## **18.Default:**

In the event of any default of any material obligation by or owned by a party pursuant to this agreement, then the other party may provide written notice of such default. If such default is not cured or resolved within (5) five business days of written notice, then the non-defaulting party may terminate this agreement.

## **19.Notices:**

Any notice required by this agreement or given in conjunction with it, shall be in writing and shall be given to the appropriate party by certified mail, or recognized delivery services. Any notices or requests for changes to be made by the client to the website must be made by email detailing the request and come from the clients registered email address.

## **20.Litigation:**

Any disputes arising from this contract will be litigated or arbitrated in Osceola County, Florida. This agreement shall be governed and construed in accordance with the laws of the state of Florida. Client agrees that for purposes of venue this contract, regardless of location of signing, was entered into in Osceola County, Florida and any dispute will be litigated or arbitrated in Osceola County, Florida.

In case collection proves necessary, the client agrees to pay all fees incurred by that process. This agreement becomes effective only when signed by an authorized officer or employee of TRW Web Design Company. TRW reserves the right to remove the website, and all materials from the client server from viewing until final payment is made.

## **21.Rights of Termination of Agreement:**

TRW Web Design Company gives the client the right to terminate this agreement within (30) days of signing by both parties. Termination must be delivered by registered letter to the developer at the address listed on the first page of this agreement.

In the event the client terminates the agreement, work completed by the date of receipt of termination will be billed at the hourly rate of (50) fifty US dollars and hour, deducted from the deposit and the balance of deposit, if any, will be returned to the client. In the event that the amount owed is greater than the deposit amount, the client must pay the balance within (10) days of written notification of balance.

TRW Web Design Company will at the request of the client then transfer, assign and make available all property and materials in developers possession at the time of cancellation to the client.

## **22.Payment of Fees:**

A minimum deposit of (50) fifty percent is required to commence work. If contract amount is (1000) one thousand dollars or less, then a deposit amount of (500) five hundred dollars is required. The remaining balance must be paid once the project has reached (90) ninety percent. Any training and access to the server will be released after final payment is made to developer.

## **23.Sole Agreement:**

The agreement contained in this "website Design Contract" constitutes the sole and entire agreement between TRW Web Design Company and the Client regarding the website project. Any additional work not specified in

