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Web Development and Design Contract

Company / Client _____

Phone _____ FAX _____

Authorized Representative of the Client _____

Address _____

City _____ State _____ Zip _____ County _____

E-mail address _____

Present WWW URL (if any): _____

User Name _____ Password _____

Terms of Agreement

1. Authorization

The above named client is engaging Sparrow Designs, as an independent contractor for the specific purpose of developing and/or improving a World Wide Web site to be installed on the client's web space located on an Internet Service Provider's (ISP) server.

Hereafter, the client will be known as the "Client" and Sparrows Designs will be known as the "Developer." The Client will establish a separate contract with an Internet Service Provider (ISP) for hosting, or the Developer will establish one for the Client. The Client hereby authorizes the Developer to access this account, and authorizes the Host Provider to provide the Developed with "write permission" for the Client's web page directory, cgi-bin directory, and any other directories or programs which need to be accessed for this project.

2. Standard Hosting Service

Developer will either secure an account with a Host Provider on behalf of the Client, or the Client may secure the account independently. I offer the Client the ability to secure this account independently as a way to help the Client control cost. If however, the Client is not an advanced user of the Internet, the Client is encouraged to use the services of the Developer to secure and maintain this account.

Please note: Using an alternate host is always an option for the Client. Should the Client desire to use a specific Host Provider, the name of the host provider and the terms of the hosting agreement will be listed.

3. Domain Registration

If the Client already has a domain name, the Developer will coordinate redirecting the address to the new host. The Developer will secure a domain name (www.myname.com) for the Client at the Client's request. All charges incurred in doing so will be billed to the Client as an addition to the base price contemplated by this agreement. These are Internet fees, and are not a source of income for the Developer.

4. Training

The Developer will provide e-mail and telephone assistance to the Client's designated representatives regarding management of the Client's web site during implementation of the new website. In addition to

virtual training I will provide 1 hour of one-to-one training. Sometimes, however, training for groups on-site at the Client's place of business is desired. If this is desired, or training goes beyond one hour the charges will be billed at \$45 per hour.

5. Base Package / Graphic Creation / E-mail/Forms

This agreement contemplates up to 1 standard branding web pages with layout and graphic creation. This contract also includes a provision to assist the Client with e-mail setup using the maximum number of accounts allowed by the Host Provider.

We include ONE meeting or consultation of up to 2 hours in total free of charge with all custom website packages. Telephone long distance charges are in addition to package rates quoted. Additional meetings and consultations will be billed at \$45 hourly rate.

One form page will be included with all custom website packages and directed to an email of your choice.

6. Text

500 words per page approximate is a standard web page. Web pages of more than 1,200 words of text may be subject to additional fees for increased formatting time.

If the client does not supply Developer complete text and graphics content for all web pages contracted within eight weeks of the date this contract was signed, the entire amount of the contract becomes due and payable.

7. Links/Navigation

Link names will be provided my Client. All navigation link names will be provided by Client and an appropriate navigation system will be created by Developer. Image in which provide color change when a link is selected will be included in all website designs. Links help the web browsers navigate your website boosting your organic search engine result, to best enhance your website ratings content should be link heavy and rich in destination links.

8. Cross Browser Compatibility.

All web browsers display design differently and will effect viewer interaction. All websites will be built for maximum audience experience in each browser with strict validation. Compatibility is defined herein as all critical elements of each page being viewable in both Firefox and IE browsers. Client is aware that some advanced techniques on the Internet, may require a more recent browser version and brand or plug-in.

Client is also aware that as new browser versions are developed, the new browser versions may not be backward compatible. In the absence of a Maintenance Agreement time spent to redesign a site for compatibility due to the introduction of a new browser version will be separately negotiated and in addition to the base price of our agreement.

9. Graphic Creation / Banner Advertisements.

It is anticipated that the Developer will create, capture or receive from the Client all the graphic elements necessary to complete the Client's web site. This also includes photography or scanning services as listed below. This contract does not contemplate, however, the creation of banner advertisements.

10. Photography.

For Client's residing in Sonoma County, the Developer will at the request of the Client visit the Client's place of business and capture up to 10 images in digital format for inclusion on the Client's web site. Photographic retouching of these images is included in this agreement. If photographic capture is necessary and the Client's place of business resides outside Sonoma County subcontractors may be necessary or the Client may choose to capture the photographs independently. Developer may provide some images from various stock photos or Client will be charged for purchase of photos.

11. Scanning.

This agreement contemplates scanning up to 5 images for the Client. It is contemplated that this will accommodate the needs of most Clients. If more than 5 images needs to be scanned the charge for each will be \$5.00 after the 5 image allowance has been reached.

Please note: If you anticipate needing extensive scanning service, please discuss this need with me early on. Discounts are available for volume scanning service.

12. Real Audio/Video

Our base agreement does not contemplate using Real Audio or Real Video on the Client's site. If chosen, however, the charges for such will be listed.

13. Merchant Account

If the Client's web site requires the ability to accept credit cards, the Client will need a Merchant Account. The Client understands that any charges necessary to secure the Merchant Account are not covered by this agreement.

14. CyberCash / Authorize.net

If the Client has a high volume / high sales web site, real-time credit card processing will be desired. In this instance, the Developer will assist the Client in obtaining this service. Any charges related to this service are payable directly to the chosen e-commerce. Client as an addition to the base price of this agreement.

15. Databases.

This agreement does not include a provision for the creation of a database unless specifically listed. If your site requires a database the charges for such will be listed.

16. Payment Terms / Work Flow

A minimum deposit of one third (33%) of the total amount is required to commence work.

Once the first deposit is received by the Developer, basic site design concepts will be put online for the Client's viewing and approval. Alternatively, Developer may show Client the designs in person via lap top computer.

Communication between the Developer and the Client is crucial during this phase to ensure that the ultimate publication will match the Client's taste and needs.

Upon completion of this stage, the Client will be asked to confirm acceptance for the basic site design via e-mail or by signing a printed copy of the design. Once this acceptance is received from the Client, the work necessary to complete the project will begin, and the second third of the total amount will be paid.

Clients should continue, however, to continually view updates to the site and express their preferences or dislikes to the Developer. Upon completion of the web site, an e-mail or letter and invoice will be sent to the Client advising the Client that the work has been completed. Final payment of the remaining 33% balance plus any additional charges incurred are within fifteen (15) business days after delivery of the e-mail or letter and invoice.

If the fifteen (15) day minimum is not met an additional charge of 10% is due.

Developer reserves the right to remove all web content from the Internet if payment is not made within thirty (30) days after delivery of our completion notification. Most frequently, problems making payment timely are the result of poor communication channels in a company's Accounting Department. If a payment delay is anticipated, please contact the Developer to discuss potential problems in advance. If problems are anticipated we may be able to accommodate an alternate arrangement.

17. Client Amends

I pride myself in providing excellent customer service. That is the spirit of our agreement and the spirit of the Developer's business. To that end, we encourage input from the Client during the design process.

The Developer understands, however, that Clients may request significant design changes to pages that have already built to the Client's specification. To that end, please note that our agreement does not include a provision for "significant page modification" or creation of additional pages in excess of our agreed page maximum. If significant page modification is requested after a page has been built to the Client's specification, we must count it as an additional page.

Some examples of significant page modification at the request of the Client include:

Developing a new structure to accommodate a substantial redesign at the Client's request.

Recreating or significantly modifying the company logo graphic at the Client's request.

Replacing more than 75% of the text to any given page at the Client's request.

Creating a new navigation structure or changing the link graphics at the Client's request.

Significantly reconfiguring the Client's shopping cart with new product, shipping or discount calculation if an e-commerce enabled site has been selected by the Client.

Clients who anticipate frequently changing the look of their site during the design process and Clients who desire to be intricately involved design of each page are encouraged to negotiate an agreement which exceeds the page maximum or purchase Sparrows Designs Website Maintenance Package.

If significant page modification is requested by the Client after the page maximum has been reached the charge will be \$195.00 for each additional page. Moderate changes, however, will always be covered during our development of the site and also covered by my one month of free maintenance.

Again, we strive to accommodate the needs of each Client and we maintain a liberal redesign policy. We can not, however, provide major redevelopment services to the in excess of the page maximum

contemplated by this agreement.

18. Maintenance Agreements

Maintenance Agreements are negotiated on a Client have differing needs. This is another way the Developer seeks to help the Client control cost. If you have chosen a Maintenance Agreement the terms of such will be listed with in a separate maintenance contract.

Developer offers two kinds of maintenance agreements. In one, the Client pays a fixed monthly rate for such things as changing price to an item, adding additional inventory, making moderate graphic changes, and coordinating delivery of the web site with the Host Provider. In the other agreement, the customer pays on an 'as needed' hourly basis. Maintenance is billed at \$55 per hour for most websites.

19. Third Party or Client Page Modification

Some Clients will desire to independently edit or update their web pages after completion of the site as a way to control costs and avoid the expense of a Maintenance Agreement. This is always an option for Clients of the Sparrow Designs. If the Client desires this capability, it will be specifically listed. Note however, that if this option is selected and the Client or an agent of the Client other than the Developer attempts to update the web site and damages the design or impairs the ability for the web pages to display or function properly, time to repair the web pages will be assessed at the hourly rate of \$75. There is a one hour minimum. In this regard, Clients are encouraged to obtain a Maintenance Agreement.

20. CD Burning.

The Developer will burn one copy of the Client's web site into a CD at the Client's request upon completion of the site. Additional copies of the CD are available for \$25.00 each.

21. Search Engine Registration

The Developer will optimize the Clients web site with appropriate titles, keywords, descriptions and text and thereafter submit the Client's web site once to each of the free major search engines and directories.

The Developer also offers advanced SEO (search engine optimization) and site promotion services. If advanced search engine optimization and site promotion services are desired the agreement for said services will be listed within SEO contract.

The Developer encourages all commercial Clients to obtain advanced Search Engine Optimization and Site Promotion services.

22. Assignment of Project

The Developer reserves the right to assign certain subcontractors to this project to insure the right fit for the job as well as on-time completion. The Developer warrants all work completed by subcontractors for this project.

23. Additional Expenses.

Client agrees to reimburse the Developer for any critical Client requested expenses necessary for the completion of the project.

Examples would be:

Purchase of specific fonts at the Client's request,

Purchase of specific photography at the Client's request.

Purchase of specific software at the Client's request.

Submittal to specific search engines at the Client's request.

24. Copyrights and Trademarks

The Client represents to the Developer and **unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to the Developer for inclusion in the Client's web site 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 the Developer and its subcontractors from any claim or suit arising from the use of such elements furnished by the Client.

25. Limited 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 the Developer. Abusive and unethical materials and uses include, but are not limited to, pornography, obscenity, nudity, violations of privacy, computer viruses, harassment, any illegal activity, spamming, advocacy of an illegal activity, and any infringement of privacy.

Client hereby agrees to indemnify and hold harmless the Developer from any claim resulting from the

Client's publication of material or use of those materials.

It is also understood that the Developer will not publish information over the Internet which may be used by another party to harm another. The Developer reserves the right to determine what is and is not pornography.

26. Indemnification.

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

Client also agrees to defend, indemnify and hold harmless the Developer against Liabilities arising out of any injury to person or property caused by any products or services sold or otherwise distributed over the Client's web site. This includes infringing on the proprietary rights of a third party, copyright infringement, and delivering any defective product or misinformation which is detrimental to another person, organization, or business.

27. Laws Affecting Electronic Commerce.

The Client agrees that it is responsible for complying with the laws, taxes, and tariffs related to e-commerce, and will hold harmless, protect, and defend the Developer and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the client's use of Internet electronic commerce.

Client also understands that the Developer cannot provide legal advice.

28. Ownership to Web Pages and Graphics.

Copyright to the finished assembled work of web pages produced by the Developer and graphics shall be vested with the Client upon final payment for the project. This ownership is to include, design, photos, graphics, source code, work-up files, text, and any program(s) specifically designed or purchased on behalf of the Client for completion of this project.

All materials developed under this contract and intended for publication to the web remain the property of Developer until such time as final payment for the work described herein has been tendered by Client. At this time, all materials become the property of Client and may be used by them, as desired.

Should materials described in this contract be used on the web by Client before the tender of final payment, then this contract is breached and appropriate penalties will apply.

29. Design Credit.

Client agrees that the Developer may put a byline on the bottom of their index.html or main.html web page establishing design and development credit. Client also agrees that the web site created for the Client may be included in the Developer's portfolio.

30. Nondisclosure.

The Developer, its employees and subcontractors agree that, except as directed by the Client, it will not at any time during or after the term of this Agreement disclose any Confidential Information to any person whatsoever. Likewise, the Client agrees that it will not convey any confidential information obtained about the Developer to another party.

31. Client Referral Commission Program

The Developer recognizes 'word-of-mouth' advertising as our most favorable method of developing new business. As such, we want to reward customers who are pleased with our work and refer us to another individual, business, or organization.

If you refer our services to another party and we ultimately establish a contract with that party, we will provide you, the Client, with two months of free 2hr maintenance service . For Clients who regularly help us attract new clients, this can result in a virtually free Maintenance Agreement.

32. Cancellation

Cancellation of the project at the request of the Client must be made by certified letter. In the event that work is postponed or canceled at the request of the Client by registered letter, the Developer shall have the right retain the original deposit. In the event this amount is not sufficient to cover the Developer for time and expense already invested in the project additional payment will be due. If additional payment is due, this will be billed to the Client within 10 days of notification via registered letter to stop work. Final payment will be expected under the same terms as listed in Article 16 above.

33. Completion Date

The Developer and the Client must work together to complete the web site in a timely manner for both parties to remain profitable.

We agree to work expeditiously to complete this project no later than:

34. Estimate

The estimated cost for the new Marigo Builders website is \$ _____

Please review attached Web Development Form for detailed cost. Any request not within the scope of the estimate or this contract will be billed separately.

This agreement shall be governed and construed in accordance with the laws of the State of California.

On behalf of the Client . _____

Date _____

On behalf of Sparrows Design Web Architecture _____

Date _____

Thank you for choosing Sparrows Design Web Architecture