

# Web Application Project Contract

## [Package Type]

### Client Information:

#### [Name]

#### 1. Authorization.

The above-named Client (hereinafter referred to as "Client") is engaging \_\_\_\_\_(indicate name of persons/or company) as an independent contractor for the specific purpose of developing and designing a World Wide Web site, herein after referred to as "Web Application Project", to be published on the Client's account on an Internet Service Provider (ISP)/Web Presence Provider (WPP) computer, herein after refer to as "Hosting Service". The Client hereby authorizes \_\_\_\_\_(indicate name of persons/or company) to access this account, and authorizes the Hosting Service to provide \_\_\_\_\_(indicate name of persons/or company) and its subcontractors, with "full access" to the Client's account, and any other programs needed for this Web Application Project that are included as part of the Client's service agreement/level. The Client also authorizes \_\_\_\_\_(indicate name of persons/or company) to submit the completed Web Application Project to major Web Search Engines.

#### 2. Development.

This Web Application Project will be developed using PHP, Mysql and JavaScript.

- **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. \_\_\_\_\_(indicate name of persons/or company) represents and warrants that the web site we design for you will work in:
  - Microsoft® Internet Explorer versions 9 and up
  - Mozilla Firefox version 20.0 and up
  - Google Chrome
  - Safari 5.0 and up
  - Opera 19.0 and up

While \_\_\_\_\_(indicate name of persons/or company) will make reasonable efforts to design a fully-functional web site, \_\_\_\_\_(indicate name of

persons/or company) 's warranty does not cover AOL, text-based browsers or requested special effects that we have advised you against.

### **3. Assignment of Web Design Project.**

\_\_\_\_\_(indicate name of persons/or company) reserves the right, and you hereby agree, to assign subcontractors to this Web Application 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 \_\_\_\_\_(indicate name of persons/or company) for inclusion in the Web Application 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 \_\_\_\_\_(indicate name of persons/or company) 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 the lifetime of your web site 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, guestbooks, discussion webs, navigation structure changes, attempted updates by Client repairs or Web Application Projects delivered to Client via disk, and e mail. The period begins on the date the Client's web site is available to be published to the Client's hosting service. Major page code and/or graphics changes and additions will be charged at the KSH 500.00 per hour rate. (Notice: This rate is subject to change at any time.) . Payment must be made within 30 days.

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

\_\_\_\_\_(indicate name of persons/or company) and the Client must work together to complete the Web Application Project in a timely manner. We agree to work expeditiously to complete the Web Application Project no later than \_\_\_ days after Client has submitted all necessary materials. If the Client does not supply \_\_\_\_\_(indicate name of persons/or company) with complete text and graphics content for this Web Application Project within 45 days of the effective date of this agreement, the entire deposit amount of the agreement shall be retained by \_\_\_\_\_(indicate name of persons/or company) as liquidated damages and the contract shall become null and

void, at \_\_\_\_\_(indicate name of persons/or company) ' option, unless the Web Application 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 the Client's hosting service upon receipt of final payment or delivered via disk upon the receipt of full payment. The Client understands that \_\_\_\_\_(indicate name of persons/or company) does not provide any hosting services in connection with this Web Application Project. Hosting services require a separate contract with the hosting service of the Client's choice. The Client agrees to select a hosting service which allows \_\_\_\_\_(indicate name of persons/or company) full access to the Client's account via FTP (File Transfer Protocol). 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 Application Project or any other services contemplated herein, and will hold harmless, protect, and defend \_\_\_\_\_(indicate name of persons/or company) 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 Application site produced by \_\_\_\_\_(indicate name of persons/or company) will be owned by \_\_\_\_\_(indicate name of persons/or company) . The Client will be assigned rights to use the Web Application 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. \_\_\_\_\_(indicate name of persons/or company) and its subcontractors retain the right to display graphics and other Web Application elements as examples of their work in their respective portfolios. All Web Application Projects will contain a copyright/legal statement with a link to \_\_\_\_\_(indicate name of persons/or company) ' Software and web Services Web Site.

**10. Payments.**

Payments must be made promptly based on the terms of this Project. \_\_\_\_\_(indicate name of persons/or company) reserves the right to remove any Web Application 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 \_\_\_\_\_(indicate name of persons/or company) . Regardless of the place of signing of this agreement, the Client agrees that for purposes of venue, this agreement was entered into at Nairobi County, Kenya, and any dispute will be litigated or arbitrated in Nairobi Kenya and the Client hereby consents to the personal jurisdiction of the Kenya 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 Application Project to Web search engines and updating occur only after the full final payment is made. All payments will be made in Kenya Shillings.

### **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 \_\_\_\_\_(indicate name of persons/or company) agree that the services described in this contract, and the Package Price, shall be completed for \$\_\_\_\_\_. The Client agrees to pay to \_\_\_\_\_(indicate name of persons/or company) 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 Application Project. All amounts must be in Kenya Shillings.

### **12. Legal Notice.**

Notwithstanding anything to the contrary contained in this contract, neither \_\_\_\_\_(indicate name of persons/or company) nor any of its employees or agents, warrants that the functions contained in the Web Application Project will be uninterrupted or error-free. The entire risk as to the quality and performance of the Web Application Project is with the Client. In no event will \_\_\_\_\_(indicate name of persons/or company) 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 Application 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 \_\_\_\_\_(indicate name of persons/or company) has been advised of the possibility of such damages.

### **13. This Agreement.**

This agreement constitutes the sole agreement between \_\_\_\_\_(indicate name of persons/or company) and the Client regarding this Web Application 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 \_\_\_\_\_(indicate name of persons/or company) . All prices specified in this contract will be honored for 3 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:

\_\_\_\_\_(indicate name of persons/or company)

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

\_\_\_\_\_  
Paul Gitaka

It's Authorized Representative.