

**Client Information**

Client Name: \_\_\_\_\_

Client Address: \_\_\_\_\_

Client Contact Information: #: \_\_\_\_\_ email: \_\_\_\_\_

**Project Information**

Project Name: [Website Name]

Start Date: [Start Date]

Estimated Completion Date: [Completion Date]

Total Estimated Cost: [Total Cost]

**Scope of Services**

Barroso Digital Design will provide the following services:

**1. Website Design and Development**

- Custom website design based on client-provided specifications. Depending on the package chosen, the project will include features such as:
  - **Starter Package:** Up to 5 basic pages, basic SEO, Social Media Integration, and a responsive layout. (No Animations)
  - **Plus Package:** Up to 5 pages, advanced SEO, integration of analytics, and security setup. (Limited Basic Animation)
  - **Bespoke Package:** Fully customized design with up to 5 pages, advanced security, and a blog setup. (Custom Animations)
- All packages include a responsive design that adapts to desktops, tablets, and mobile devices.
- Integration of client-provided content, images, and multimedia.
- Search Engine Optimization (SEO) setup based on the package selected.
- Implementation of security features, including SSL certificate installation. (Depending on hosting company)

**2. Delivery and Timeline**Barroso Digital Design will complete the project within **2-8 weeks** depending on the package chosen:

- **Starter Package:** 2-4 weeks (estimate)
- **Plus Package:** 3-6 weeks (estimate)
- **Bespoke Package:** 4-8 weeks (estimate)

Delivery is contingent upon the timely receipt of content and feedback from the client. Delays caused by the client may result in a revised completion date.

### 3. Revisions and Modifications

The client is entitled to the following rounds of revisions:

- **Starter Package:** 1 round of revisions during the design phase.
- **Plus Package:** 2 rounds of revisions.
- **Bespoke Package:** 5 rounds of revisions during the design phase.

Any additional changes beyond this scope will be charged at an hourly rate of **\$75/hour**.

Any revisions may cause delay in agreed upon timeline.

### 4. Exclusions

The following services are not included in the project scope unless explicitly stated:

- Web hosting services.
- Ongoing website maintenance beyond the initial launch.
- Advanced SEO services and marketing campaigns.
- Content creation (text, images, or media unless specified).
- Domain registration or email setup.

## Payment Terms

### 1. Payment Schedule

- A non-refundable deposit of **50%** of the total cost is due upon signing this contract.
- The remaining balance will be paid as follows:
  - **25%** upon mid-project approval. (First Milestone)
  - **25%** upon completion and launch of the website. (Final Milestone)

### 2. Payment and Project Timeline

- The project will not proceed beyond each payment milestone until the corresponding payment is received. Website will not be delivered and launched until Final payment is received. **Barroso Digital Design and its representatives** will not be held responsible for any delays caused by the client's failure to make timely payments.
- If payment is delayed, the project timeline will be **paused** and the agreed-upon deadlines and delivery dates will be adjusted accordingly. Any delays in payment will not count toward the total project duration
- After a payment delay of **7 business days**, the contract will be considered void, and the full outstanding balance will become due immediately. The client will be responsible for paying any late fees and the balance may be subject to collections.

### **3. Late Payments**

Invoices not paid within **7 days** are subject to a late fee of **5%** of the outstanding amount. Work on the project may be suspended if payment deadlines are not met.

## **Client Responsibilities**

### **1. Content Submission and Ownership**

- The client is solely responsible for providing all necessary materials (text, images, logos, etc.) required for the website's creation. By signing this contract, the client represents and warrants that they either own or have the legal right to use and distribute all content provided.
- The client agrees to provide all necessary content (text, images, logos, etc.) required for the website within **3 days** of signing this contract
- The client agrees that they are the legal owner of the business or are fully authorized to act on behalf of the business and provide materials for the website.
- Barroso Digital Design is not responsible or liable for any issues, disputes, or claims that arise from materials provided by the client, including but not limited to copyright infringement, misrepresentation, or unauthorized use of content.

### **2. Authorization to Represent and Act in Good Faith**

- By signing this contract, the client affirms that they are legally authorized to engage Barroso Digital Design for the creation of a website and that any materials provided do not violate third-party rights.
- The client agrees that they are not acting in bad faith, including but not limited to:
  - Misrepresenting themselves as the rightful owner of the business.
  - Being a competitor or malicious actor seeking to harm or confuse another business through the website.
- Barroso Digital Design is not liable for any damage, confusion, or legal consequences arising from such actions. Should it be discovered that the client is acting in bad faith, Barroso Digital Design reserves the right to immediately terminate the contract, and all payments made will be forfeited.
- The client will review and approve the website within **3 days** of delivery. Failure to provide feedback within this time frame will be considered approval, and the project will proceed.

### **3. Indemnification**

- The client agrees to indemnify and hold Barroso Digital Design and its representatives harmless from any claims, liabilities, or legal actions that arise due to the client's provided materials, their misrepresentation of authority or ownership, or actions taken in bad faith, including but not limited to attempts to cause harm or confusion to another business.

## Copyright and Intellectual Property

### 1. Ownership of Website and Content

- Upon full payment of the project, the client will have full ownership of the completed website, including the website's content, images, and other materials provided by the client.

### 2. Copyright of Design and Code

- Barroso Digital Design retains ownership of the intellectual property rights of any custom code, design elements, and proprietary tools created specifically for the website. The client is granted a **non-exclusive, perpetual license** to use these elements for the purpose of running and managing their website.
- The client may not resell, redistribute, or transfer ownership of the custom code or design elements to a third party without prior written consent from Barroso Digital Design.

### 3. Third-Party Materials (Tools, Plugins, and Media...)

- Any third-party tools, plugins, or media (such as stock images) used on the website are subject to their respective licenses. Barroso Digital Design will ensure that all third-party materials used and provided by **Barroso Digital Design** are appropriately licensed, but will not be held liable for any misuse by the client..
- If the client provides any third-party materials, including but not limited to text, images, media, or software, the client is solely responsible for ensuring they have the legal rights and licenses to use such materials.
- Barroso Digital Design is not liable for any misuse, infringement, or unauthorized use of third-party materials provided by the client. Any legal issues or claims that arise from the use of these materials will be the client's responsibility.

### 4. Use of Work in Portfolios

- Barroso Digital Design reserves the right to showcase the completed project in portfolios, marketing materials, and case studies unless otherwise agreed in writing by both parties.

## Liability and Legal Protections

### 1. Limited Liability

Barroso Digital Design, along with its owner, employees, partners, affiliates, and anyone representing or working for the business (collectively referred to as "Barroso Digital Design and its representatives"), shall not be held liable for any website downtime, crashes, or technical issues that arise after the site is delivered if they are caused by factors outside the scope of this contract, including but not limited to:

- Hosting provider issues.
- Server outages or crashes.
- Third-party plugin or software failures.

- Hacking or security breaches not related to the initial setup.

The client is responsible for acquiring and managing their web hosting and domain services.

Throughout this contract, whenever the term **Barroso Digital Design** is used, it is understood to refer to all parties described in this Limited Liability section, including the owner, employees, partners, affiliates, and anyone representing or working for the business.

## 2. Global Definition

For the purposes of this contract, Barroso Digital Design refers to Barroso Digital Design and its representatives. This includes the business itself, its owner, employees, partners, affiliates, and anyone representing or working for the business. All references to Barroso Digital Design in this contract are to be understood as including all such parties, and these protections apply equally to all mentioned individuals and entities.

## 3. No Guarantees on Traffic or Sales

Barroso Digital Design and its representatives do not guarantee any specific increase in website traffic or sales as a result of the website design or development services provided. Results may vary based on factors outside the developer's control, such as client marketing efforts, industry competition, and SEO changes.

## 4. Indemnification

The client agrees to indemnify and hold harmless Barroso Digital Design and its representatives from any claims, liabilities, or damages arising out of the use of the website, including but not limited to:

- Claims of copyright infringement for client-provided materials.
- Legal claims related to the client's business, products, or services.
- Damages arising from any misuse or unlawful use of the website by the client.

## 5. Warranties and Support

Barroso Digital Design will provide **30 days** of post-launch support for any bugs or issues directly related to the original scope of work. Any additional support beyond this period will be available at an hourly rate of **\$75/hour**.

## Termination and Cancellation

### • Termination by Client

The client may terminate this contract at any time with **7 days** written notice. In the event of termination, the client will be responsible for paying for all work completed up to the termination date.

### • Termination by Barroso Digital Design

Barroso Digital Design reserves the right to terminate the contract if the client fails to provide necessary materials, feedback, or payments in a timely manner. In such cases, the client will be liable for payment of all work completed.

## Ongoing Maintenance

- **Optional Support Packages:**

- After the 30-day post-launch support period, extended support services are available at different package levels (3-month, 6-month, or 12-month) for an additional fee. This includes updates, troubleshooting, and content changes.

## Force Majeure

Neither party shall be liable for failure or delay in performing their obligations if such failure or delay is caused by events beyond their reasonable control, including natural disasters, acts of government, strikes, or internet service interruptions.

## Dispute Resolution

Any dispute arising from this contract shall be resolved through arbitration administered by agreed upon Arbitration Organization in accordance with its rules. Both parties agree to arbitration as the primary means of dispute resolution before pursuing any court action.

## Client Referral Agreement (Optional)

As a valued client of Barroso Digital Design, you have the option to participate in our referral program. By agreeing to this section, you acknowledge that your experience with our website design and development services was satisfactory, and you are willing to act as a reference for future clients or potential employers of Barroso Digital Design.

This agreement is optional unless it was part of a previously agreed-upon promotional offer. Your participation will help us demonstrate our professionalism and the quality of our services to future clients. Please indicate your willingness by signing below.

If you agree to participate, Barroso Digital Design may contact you for a testimonial or provide your contact details (with your consent) to potential clients for referral purposes. You may withdraw your participation at any time by providing written notice.

### Signatures

Client Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Promotional Offer Agreement (If Applicable)

If a promotional offer was agreed upon prior to the project, the referral participation is required to fulfill the offer.

By signing below, you confirm your agreement to act as a referral in exchange for the agreed promotional offer.

**Signatures**

Client Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Governing Law**

This contract shall be governed by the laws of the state of **Florida**, and any disputes arising from this agreement will be resolved in the courts of **Florida**.

**Signatures**

Client Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Barroso Digital Design Signature: \_\_\_\_\_

Date: \_\_\_\_\_