



## WEB SITE DESIGN AGREEMENT

Date: 6/17/2019

Between:  
CGPC Solutions LLC.  
And  
The Historical Society of Tacony

### SUMMARY:

The following agreement is meant to clarify our goals regarding the re-design of your website, and other efforts that may include web-based commerce consulting, social media assistance, comment moderation, Google administration, website hosting, maintenance, security, backup and ongoing management.

### IN SHORT:

You (The Historical Society of Tacony) are hiring us (CGPC Solutions) located at 430 Fairmount Ave. Philadelphia, PA 19123 to re-design and further develop your website located at domain: <http://www.historictacony.org/>

### DESIGN AGREEMENT:

As our customer, you have the power and ability to enter into this contract on behalf of your company or organization. You agree to provide us with the client resources that we need to complete our projects which may include text, images and other information as and when we need it. You agree to review our work, provide feedback and sign-off approval in a timely manner.

We have the experience and ability to perform the services you need from us and we will carry them out in a professional and timely manner. Along the way we will endeavor to meet all the deadlines set but we can't be responsible for a missed launch date or a deadline if you have been late in supplying materials or have not approved or signed off our work on-time at any stage. We will also maintain the confidentiality of any information that you give us.

### DESIGN:

We will create designs for the look-and-feel, layout and functionality of your website. This agreement includes the opportunity for you to make as many rounds of revisions as necessary, although our original estimate will include up to two design revisions. If you're not happy with initial designs, you may continue to commission us to make further design revisions at the rate set out in our estimate.

Date \_\_\_\_\_

Initial \_\_\_\_\_

**XHTML/CSS LAYOUT:**

The project includes XHTML or HTML markup and original CSS. We will develop these using valid XHTML, HTML, PHP Strict markup and CSS for styling. We will test all our markup and CSS in current versions of all major browsers including those made by Apple, Microsoft, Mozilla and Opera. We will also test to ensure that pages will display visually in a similar, albeit not necessarily an identical way, in Microsoft Internet Explorer 6 for Windows as this browser is now past its sell-by date.

We will not test these designs in old or abandoned browsers, for example Microsoft Internet Explorer 5 or 5.5 for Windows or Mac, previous versions of Apple's Safari, Mozilla Firefox or Opera unless otherwise specified. If you need to show the same or similar visual design to visitors using these older browsers, we will charge you at the rate set out in our original estimate for any necessary additional code and its testing.

**TEXT CONTENT:**

We are not responsible for writing or inputting any text copy unless we specified it in the original estimate. We'll be happy to help though, and we will charge you at our hourly rate for copy writing or content input.

**PHOTOGRAPHS AND VIDEO:**

We will provide photographs in digital format from our photographer. We have photographers and videographers on staff that can be put in place for a daily rate as detailed in our estimate. If you choose to use stock photographs or some elements of stock video, or photography we will assist in these efforts. You may provide existing photographs and images.

**CHANGES AND REVISIONS:**

If we provide an estimate or quotation price it will be based on the number of hours that we estimate, we'll need to accomplish everything that you have told us you want to achieve. If you want to change your mind, add extra pages or even add new functionality, that won't be a problem. You will be charged the per hour rate set out in the estimate we gave you. Along the way we might ask you to put requests in writing so we can keep track of changes.

Date \_\_\_\_\_

Initial \_\_\_\_\_

**TECHNICAL SERVICES, SUPPORT AND MAINTENANCE:**

We will provide technical support, backup of your website, aid, and consulting as needed. Our technical support is provided around the clock.

We may offer and provide social media management as needed which may include special event posting, relevant item posts, and special news release posting on a desired schedule. We may provide for daily reputation monitoring, and response.

We may provide search engine marketing efforts which could employ original html framework, smart phone optimized pages, landing pages, and A-B testing pages designed to optimize your campaign goals.

We may provide search engine optimization techniques as needed to optimize your online marketing goals, or when Google and other search engines change their algorithms. We may install and monitor statistics software such as Google Analytics to assist with optimizations. We may employ third party software to assist with analytics, and competitor analysis. Updates and management of the website server will be performed as necessary at an hourly rate.

We provide some of these services by way of a monthly website managed service.

**LEGAL:**

We can't guarantee that the functions contained in any web page or in a completed website will always be error-free and so we can't be liable to you or any third party for damages, including lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate this web site and any other web pages, even if you have advised us of the possibilities 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.

Date \_\_\_\_\_

Initial \_\_\_\_\_

**COPYRIGHTS:**

You guarantee to us that any elements of text, graphics, photos, designs, trademarks, or other artwork that you provide us for inclusion in the web site are either owned by yourselves, or that you have permission to use them.

When we receive your final payment, copyright is automatically assigned as follows:

You own the graphics and other visual elements that we create for you for this project. We will give you a copy of all files and you should store them safely as we are not required to keep them or provide any native source files that we used in making them.

You also own text content, photographs and other data you provided, unless someone else owns them. We own the XHTML markup, CSS and other code and we license it to you for use on only this project.

We love to show off our work and share what we have learned with other people, so we also reserve the right to display and link to your completed project as part of our portfolio and to write about the project on web sites, in magazine articles and in books about web design.

**PAYMENTS:**

We offer the following payment schedule.

Billed monthly – payment by credit card or check

**THE DOTTED LINE:**

You may not transfer this agreement to anyone else without our permission. This agreement stays in place and need not be renewed. If for some reason one part of this agreement becomes invalid or unenforceable, the remaining parts of it remain in place.

*Although the language is simple, this is a legal document.*

Signed by and on behalf of CGPC Solutions LLC.

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Signed by and on behalf of The Historical Society of Tacony

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

Date \_\_\_\_\_

Initial \_\_\_\_\_