

Statement of Work
Website Design Project
Client Information: TTTT
Project ID: #####

1. Authorization

The above named Client (hereinafter referred to as "Client") is engaging Ken Shoufer, as an independent contractor for the specific purpose of designing a Web site (herein after referred to as "Web Design 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 Ken Shoufer to access this account, and authorizes the Hosting Service to provides Ken Shoufer, with "full access" to the Client's account, and any other programs needed for this Web Design Project that are included as part of the Client's service agreement/level. If the Client does not have a Hosting Service and/or Domain Name, then the Client hereby authorizes Ken Shoufer to purchase these services on behalf of the Client. The ownership and responsibility of the Hosting Service and/or Domain Name belongs to the Client and the Client will hold harmless, protect, and defend Ken Shoufer and its subcontractors from any claim, suit, penalty, tax, fine, penalty, or tariff arising from the Client's exercise.

2. Development

This Web Design Project will be developed according to the following specifications:

Compatibility - Designing a web site to fully work in multiple browsers. Ken Shoufer represents and warrants that the web site we design for you will work in:

Microsoft Internet Explorer (latest version)

Mozilla Firefox (latest version)

Chrome (latest version)

Images - Ken Shoufer expects that any images provided by the Client for the web site will be of high quality. Ken Shoufer agrees to make minor corrections to Client - provided images. Ken Shoufer does not provide photographic services.

3. Project Scope and Requirements

Design

Features

Possible pages include (not yet finalized, may vary for final project):

Home, About, Blog, Events/Appearances, Services, Testimonials and Contact form.

Link to Facebook, YouTube and other social networking pages

Set up Google Analytics (free web stats reporting)

Search Tool

Ability to post videos – add video library.

Ability to add photos

Include “Share Button” in each article

SEO Optimization

CMS will conduct keyword research & analysis and forward to web developer.

Incorporate best practiced basic SEO techniques (i.e. keywords, meta tags, descriptions).

Launch New Website

Upload new website files to host server (TBD)

Review and test all pages/functions of new website to ensure everything is in proper working order.

Training

1 hour of training included, any additional training will be at \$75 an hour(min).

4. Copyrights and Trademarks

The Client unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Ken Shoufer for inclusion in the Web Design 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 Ken Shoufer and his 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. Completion Date

Ken Shoufer and the Client must work together to complete the Web Design Project in a timely manner. We agree to work expeditiously to complete the Web Design Project no later than 30 days after Client has submitted all necessary materials. If the Client does not supply Ken Shoufer with complete text and graphics content for this Web Design Project within 45 days of the effective date of this agreement, the entire deposit amount of the agreement shall be retained by Ken Shoufer as liquidated damages and the contract shall become null and void, at Ken Shoufer's option, unless the Web Design Project is canceled in writing by the Client prior to 45 days of the effective date of the agreement.

6. Project Delivery

The final web site design project will be published to the Client's hosting service upon receipt of final payment. The Client agrees to select a hosting service which allows Ken Shoufer full access to the Client's account via FTP (File Transfer Protocol).

7. Web Design Project Copyright

Copyright to the finished web design site produced by Ken Shoufer will be owned by the Client. The Client will assume all ownership of the Web Design Project, once final payment under this agreement and any additional charges incurred have been paid. Ken Shoufer and his subcontractors retain the right to display graphics and other Web design elements as examples of their work in their respective portfolios. All Web Design Projects will contain a copyright/legal statement with a link to Ken Shoufer.

8. 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 Ken Shoufer agree that the services described in this contract, and the Package Price, shall be completed for \$499. The Client agrees to pay to Ken Shoufer an initial, non-refundable deposit of \$250.00 (normally, 50% of the estimated total cost) upon execution of this agreement. Final payment is due prior to publication and/or delivery of the Web Site Design Project. All amounts must be in U.S. Dollars.

9. Payments

Payments must be made promptly based on the terms of this Web Site Design Project. Ken Shoufer

reserves the right to remove any Web Design Project from viewing on the Internet until final payment is made. 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 Ken Shoufer. Furthermore, the Client waives any right to or claim of sovereign immunity. All payments will be made in U.S. Dollars.

10. Legal Notice

Notwithstanding anything to the contrary contained in this contract, neither Ken Shoufer, warrant that the functions contained in the Web Design Project will be uninterrupted or error-free. The entire risk as to the quality and performance of the Web Design Project is with the Client. In no event will Ken Shoufer 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 Design 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 Ken Shoufer has been advised of the possibility of such damages.

11. This Agreement

This agreement constitutes the sole agreement between Ken Shoufer and the Client regarding this Web Design 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 Ken Shoufer. All prices specified in this contract will be honored for 6 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

Signature _____ Date _____

Please Print Clearly

Name:

Title:

Address:

Phone: