

WEBSITE DESIGN CONTRACT

This Agreement made the ____ day of _____, 2016

BETWEEN:

(the "Client")

AND:

Michael Side Web Design
2326 Grant St., Vancouver BC V5L 2Z9
(the "Developer")

Witnesses that in consideration of the premises and the sum of a third of the total cost of the project now paid by the Client to the Developer (the receipt and sufficiency of which is hereby acknowledged) the parties agree as follows:

DESCRIPTION OF ASSIGNMENT

The Developer agrees to supply the Client with a website (the "Final Version") meeting the specifications and other requirements set out in Schedule "A".

RIGHTS TRANSFERRED

Upon payment of the Contract Amount described below in full, the Developer shall grant a royalty free right and license to the Client to use all original works of the Developer embodied in the Final Version for the purposes stated below. All other use(s) and any modifications are expressly prohibited. The Final Version may not be copied without the Developer's permission and must be returned after use.

PRODUCTION SCHEDULE

Milestone	Due Date	Payment of Contract Amount
Contract Signing	_____	\$ _____
Delivery of Web Site Design	_____	\$ _____
Delivery of Beta Version	_____	\$ _____
Delivery of Final Version (includes return of source materials to Client)	_____	\$ _____
Acceptance of Final Version	_____	\$ _____
Total Contract Amount:		\$ _____

Bonus: Client also agrees to pay Developer a bonus of \$_____ payable to the Developer in the event an acceptable version Final Version of the Web site is delivered prior to _____.

TERMS

1. Time for Payment

Payment (plus applicable GST and PST) is due at each Milestone described above upon the Client's acceptance of the Milestone deliverable. All invoices are payable within 7 days of receipt. The grant of any license or right of copyright is conditioned on receipt of full payment.

2. Default in Payment

A 1½% monthly service charge is payable on all overdue balances. In the event of any default in payment, the Client shall be responsible for all costs incurred by the Developer in collection, including legal fees on a solicitor and own client basis.

3. Estimates

If this form is used for an estimate or assignment confirmation, the fees and expenses shown are minimum estimates only. Final fees and expenses shall be shown when invoice is rendered. The Client's approval shall be obtained for any increases in fees or expenses that exceed the original estimate by 10% or more.

4. Expenses

The Client shall reimburse the Developer for all expenses reasonably and properly incurred in respect of this assignment, including the payment of any goods and services and provincial sales taxes due on this assignment, and shall advance \$_____ to the Developer for payment of said expenses.

5. Internet Access

Access to the Internet will be provided by a separate Internet Service Provider (ISP) to be contracted to the Client and who will not be party to this agreement.

6. Progress Reports

The Developer shall contract or meet with the Client on a mutually acceptable schedule to report all tasks completed, problems encountered, and recommended changes relating to the development and testing of the Web site. The Developer shall inform the Client promptly by telephone upon discovery of any event or problem that may delay the development of the work significantly.

7. Developer's Guarantee for Program Use

The developer guarantees to notify the Client of any licensing and/or permissions required for art-generating/ driving programs to be used.

8. Changes

The Client shall be responsible for making additional payments for changes in original assignment requested by the Client. However, no additional payment shall be made for changes required to conform to the original assignment description. The Client shall offer the Developer the first opportunity to make any changes.

9. Testing And Acceptance Procedures

The Developer will make every good-faith effort to test all deliverables thoroughly and make all necessary corrections as a result of testing prior to handing over the deliverables to the Client. Upon receipt of deliverables, the Client shall either accept the deliverable and make the milestone payment set forth herein or provide the Developer with written notice of any corrections to be made and a suggested date for completion, which should be mutually acceptable to both the Developer and the Client. The Developer shall designate _____ (name) and the Client shall designate _____ (name) as the only designated persons who will send and accept all deliverables and receive and make all communications between the Developer and the Client. Neither party shall have any obligation to consider for approval or respond to materials submitted other than through the designated persons listed above. Each party has the right to change its designated person upon _____ day(s) notice to the other.

10. Website Maintenance

The Developer agrees to provide the Client with reasonable technical support and assistance to

maintain and update the Web site on the internet during the warranty period of _____ days following delivery of the Final Version at no cost to the Client. Such assistance shall not exceed _____ hours per calendar month. After the expiration of the Warranty Period, the Developer agrees to provide the Client with reasonable technical support and assistance to maintain and update the Website on the Internet for an annual fee of \$_____ for a period of _____ years after the last day of the Warranty Period payable 30 days prior to the commencement date of each year of the Maintenance Period. Such maintenance shall include correcting any errors or any failure of the Web site to conform to the specifications. Maintenance shall not include the development of enhancements to the originally contracted project.

11. Enhancements

Under the maintenance agreement, if the Client wishes to modify the Web site, the Developer shall be given first option to provide a bid to perform such enhancements.

12. Confidential Information

The Developer acknowledges and agrees that the source materials and technical marketing plans or other sensitive business information, as specified by the Client, including all materials containing said information, that are supplied by the Client to the Developer or developed by the Developer in the course of developing the Web site are to be considered confidential information. Information shall not be considered confidential if it is already publicly known through no act of the Developer.

13. Return of Source Information

Upon the Client's acceptance of the Final Version, or upon cancellation of the project, the Developer shall provide the Client with all copies and originals of the source materials provided to the Developer.

14. Ownership of Copyright

Client acknowledges and agrees that Developer retains all rights to copyright in the subject material.

15. Ownership and Return of Artwork

The Developer retains ownership of all original artwork, in any media, including original files, whether preliminary or final. The Client waives the right to challenge the validity of the Developer's ownership of the art subject to this agreement because of any change or evolution of the law and will return all artwork within 30 days of use.

16. Cancellation

In the event of cancellation of this assignment, ownership of all copyrights and any original artwork shall be retained by the Developer, and a cancellation fee for work completed, based on the prorated portion of the next payment and expenses already incurred, shall be paid by the Client.

17. Copy-Protection

The Client must copy-protect all final art that is the subject of this agreement against duplication or alteration.

18. Credit Lines

The Developer shall be given credit on: a) website footer, b) documentation, c) packaging, d) Developer's mark on art.

☐ If this box is checked, the Developer shall receive copyright notice in this form:
@200 _____

19. Alterations

Any electronic alteration of original art (colour, shift, mirroring, flopping, combination cut and paste, deletion) creating additional art is prohibited without the express permission of the Developer. The Developer will be given first opportunity to make any alterations required. Unauthorized alterations shall constitute additional use and will be billed accordingly.

20. Other Operating Systems Conversions

The Developer shall be given first option at compiling the work for operating systems beyond the original use.

21. Unauthorized Use and Program Licenses

The Client will indemnify the Developer against all claims and expenses arising from uses for which the Client does not have rights to or authority to use. The Client will be responsible for payment of any special licensing or royalty fees resulting from the use of graphics programs that require such payments.

22. Warranty of Originality

The Developer warrants and represents that, to the best of his knowledge, the work assigned hereunder is original and has not been previously published, or that consent to use has been obtained on an unlimited basis; that all work or portions thereof obtained through the previously published, that consent to use has been obtained on an unlimited basis; that the Developer has full authority to make this agreement; and that the work prepared by the Developer does not contain any scandalous, libelous, or unlawful matter. This warranty does not extend to any uses that the Client or others may make of the Developer's product that may infringe on the rights of others. CLIENT EXPRESSLY AGREES THAT IT WILL HOLD THE DEVELOPER HARMLESS FOR ALL LIABILITY CAUSED BY THE CLIENT'S USE OF THE DEVELOPER'S PRODUCT TO THE EXTENT SUCH USE INFRINGES ON THE RIGHTS OF OTHERS.

23. Limitation of Liability

Client agrees that it shall not hold the Developer or his/her agents or employees liable for any incidental or consequential damages that arise from the Developer's failure to perform any aspect of the Project in a timely manner, regardless of whether such failure was caused by intentional or negligent acts or omissions of the Developer or a third party. Furthermore, the Developer disclaims all implied warranties, including the warranty of merchantability and fitness

for a particular use. The maximum liability of the Developer for any and all claims by the Client arising under or in respect of this Agreement shall be equal to the amount paid by the Client to the Developer hereunder.

25. Acceptance of Terms

The signature of both parties shall evidence acceptance of these terms.

Consented and agreed to

Client's name _____

Authorized signature of Client/ date _____

Developer's signature/ date _____

SCHEDULE "A"

Primary Use _____

Additional Uses _____

Number of Individual Screen Pages (if the page is a single frame page, the number of frames per page): _____

Pixel Length per Screen _____ Max preferred _____ Min preferred _____

Description of Materials to be Supplied by Client: _____

Date Due: _____