

# Design Agreement

This AGREEMENT is dated and in effect as of TBD , 20\_\_\_\_, between XXXXXXXX, LLC, referred to as "Consultant" and XXXXXXXX LLC, hereafter referred to as "Client". This agreement is with respect to the {{Website [phase 2] of XXXXXXXX, see addendum for description/payment schedule, EXHIBIT A}}, hereinafter referred to as the "Work." Whereas, Consultant is a professional web designer of good standing; Whereas, Client wishes Consultant to create certain Work described more fully herein; and Whereas, Consultant wishes to create such Work; Now, therefore, in consideration of the foregoing promises and the mutual covenants hereinafter set forth and other valuable considerations, the parties hereto agree as follows:

## CONFIDENTIALITY:

The Client and Consultant may disclose confidential information one to the other to facilitate work under this Agreement. Such information shall be so identified in writing at the time of its transmittal, and shall be safeguarded and not disclosed to third parties by the receiving party. Confidential information shall not include information that:

1. is already known to the party to which it is disclosed;
2. is or becomes part of the public domain without breach of this Agreement;
3. is obtained from third parties, which have no obligations to keep confidential to the parties to this Agreement.

## DESCRIPTION OF WORK:

A attached Proposal contained in Exhibit "A" describes the Work that is required of Consultant for the Client.

## PAYMENT SCHEDULE:

**The full length of this contract is as follows:**

Starting date is \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and estimated completion date is \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ for the total amount of \$\$ **Negotiable** (USD).

Client shall pay Consultant \$TBD, as a deposit for project commencement.

The balance of \$TBD is due on completion date, and prior to or no later than file relinquishment, or upload and/or delivery of the final product to the Client.

## DUE DATES:

Consultant agrees to deliver samples of design on dates as agreed upon in the Proposal. Consultant will make every effort to meet agreed upon due dates. The Client should be aware that failure to submit required information or materials may cause subsequent delays in the production. Client delays could result in significant delays in delivery of finished work product.

**FEES & ADDITIONAL SERVICES:**

Changes in client input or direction or excessive changes will be charged at \$50/hr for additional materials, meetings, changes/fixes outside of those allotted above, preparation of print-ready materials, estimates and printing services. Any work the Client wishes Consultant to create, which is not specified in the DESCRIPTION section of this agreement, and/or in the attached Proposal will be considered an additional service and/or final product. Such Work shall require a separate Agreement and payment separate from and above that specified in this Agreement.

**ASSIGNMENT OF WORK:**

Consultant reserves the right to assign other designers or subcontractors to the Work to ensure quality and on-time completion.

**RESERVATION OF RIGHTS:**

All rights not expressly granted hereunder are reserved to Consultant, including but not limited to all rights in design, artwork, software, code, any other materials, or information related to the work product.

**PERMISSIONS AND RELEASES:**

The Client agrees to indemnify and hold harmless Consultant against any and all claims, costs, and expenses, including attorney's fees, due to materials included in the Work at the request of the Client for which no copyright permission or previous release was requested or uses which exceed the uses allowed pursuant to a permission or release.

**PUBLICATION:**

The Client may publish or disclose information regarding the Work and shall acknowledge the support of Consultant in all such publications. The Client will not use the name of Consultant, in any advertising or publicity without the prior written approval from the Consultant. The Consultant will not use the name of Client, in any advertising or publicity without the prior written approval from the Client.

**COPYRIGHT NOTICE:**

Copyright for the final product and relevant components and elements required to complete it shall be owned by the Consultant and be in Consultant's name. Upon completion of Work, the copyright will only be released to the Client upon the Consultant's signing of the *Release of Copyright*.

**TERMINATION:**

Either party may terminate this Agreement by giving 30 days written notice to the other of such termination. In the event that Work is postponed or terminated at the request of the Client, Consultant shall have the right to bill pro rata for work completed through the date of

that request, while reserving all rights under this Agreement. If additional payment is due, this shall be payable within thirty days of the Client's written notification to stop work. In the event of termination, the Client shall also pay any foreseeable and reasonable expenses incurred by Consultant and the Consultant shall own all rights to the Work. The Client shall assume responsibility for all collection of legal fees necessitated by default in payment.

The Client and Consultant are independent parties and nothing in this Agreement shall constitute either party as the employer, principal or partner of or joint venture with the other party. Neither the Client nor Consultant has any authority to assume or create any obligation or liability, either express or implied, on behalf of the other.

This Agreement shall be governed by and construed in accordance with the laws of the state of Indiana.

**The undersigned agrees to the terms of this agreement on behalf of his or her organization or business.**

On behalf of the Client: \_\_\_\_\_ Date \_\_\_\_\_

On behalf of Consultant: \_\_\_\_\_ Date \_\_\_\_\_

## Exhibit A

## **PHASE TWO/WEBSITE:**

### ***Assets Required***

Complete Web Design Briefing Report  
Established Brand *(from phase one)*  
Defined Sitemap  
Required Content & Copy Product  
Images—Multiple Angles URLs  
and Server Permissions

### ***Payment Schedule (negotiable, \$15,000)***

1/3 upfront to start  
1/3 upon confirming final mockups  
1/3 before uploading site to client servers

### ***Delivery Schedule***

Initial mockups presented within 21 days after acquiring required assets, initial payment and signed contract  
Revised mockups presented within 14 days after receiving client feedback (if needed)  
Beta version of site presented within 21 days after receiving client feedback and second payment  
Final version of site presented within 21 days after receiving client feedback  
Site uploaded to client server within 14 days of receiving client approval and final payment

### ***Web Design and Development Breakdown***

- **Research and Planning**
  - Requirements Gathering
  - Project Planning/Management
- **Solution Design**
  - Sitemap
  - Wireframes
  - User Workflows
  - Functional Specification
- **Visual Design**
  - Establishing Overall Look and Feel (incorporating brand attributes into application)
  - Content Creation
  - Master Content Page Templates
  - Image Compositing/Editing/Color Correction
  - Mockups Prepped For Code
- **Front-End Development**
  - HTML Template Creation from Design
  - CSS Style Sheet Creation from Design
  - Cross-Browser Fixes
- **3D Production**
  - 3D Model Creation (model edits, coloring, lighting)
  - 3D Model Rigging
- **Back-End Development**
  - HTML to CMS Template Creation/Conversion
  - CMS Installation and Configuration
  - Custom Module Implementation/Programming
  - Contact Form(s)
- **Content Entry**
  - Populate Pages w/ Content
  - Revise And Proof Content
- **Testing**
  - Internal Functional Testing
  - Client User Acceptance Testing (UAT)
- **Launch**
  - Live Server Setup

*Additional materials such as copywriting, programming, animation or video, meetings, changes/fixes outside of those allotted above, will be billed at \$50/hour.*