## CONTRACT

## **VF20 Designs**

Cursory, Consistent & Cost Effective!

Tim Broadwater
VF20 Designs
Phone: 304-669-1532
Email: info@vf20designs.com

Contact Name:
Phone:
Company/Client:
Address:
City: State: ZIP:
E-mail address:
Present WWW URL (if any):

### **Terms & Agreements:**

- **1. Authorization:** The above-named client is engaging VF20 Designs, a sole proprietor, as an independent contractor for the specific project of developing and/or improving a website to be installed on either the client or VF20 Design's web space on a web hosting service's computer. The client hereby authorizes VF20 Designs to access this account, and authorizes the web hosting service to provide VF20 Designs with 'write permission' for the client's webpage directory, cgi-bin directory, and any other directories or programs which need to be accessed for this project. The client also authorizes VF20 Designs to publicize their completed website to Web search engines, as well as other Web directories and indexes.
- 2. Standard Website Elements: VF20 Designs can include the following elements in their Standard Website Packages:
  - <u>E-mail/Phone Consultation</u> (Up to 2 hours total general education, marketing strategy and web design consultation. Additional education and consultation is at a predetermined hourly rate.)
  - <u>Text</u> Supplied by the client (200 words per page approximate maximum if not supplied via diskette. webpages of more than 1,200 words of text may be subject to additional fees, especially if they require a great deal of formatting.)
  - <u>Links</u> Hyperlinks to external pages, up to an average of 2.5 per page.
  - <u>Custom Graphics</u> Masthead, custom graphic (possibly incorporating company logo), top-of-page graphics, colorful lines, bullets, and colored and textured background.
  - <u>Photos/Graphic Images</u> Supplied by client, in addition to masthead and top-of-page graphics.
  - Installation Webpages on the client's web hosting service.
  - Minor Updates Additional changes billed at hourly rate.
  - <u>Site Publicity</u> Website submission major web search engines (Bing, Google and Yahoo).
  - E-mail Responses Webpage form to any e-mail address the client designates.
  - <u>Social Networking</u> Facebook, MySpace and YouTube classified as additional changes billed at hourly rate.

- 3. Online Stores: The text and graphic content of the webpages will be supplied by the client and executed as specified by the client. It is understood that total prices calculated below are likely to vary from the final amount due to additional quantities of products, categories and photos specified by the client. An Estimate from VF20 Designs governs the prices for this contract.
- 4. Changes/Maintenance: This agreement includes minor webpage maintenance to regular webpages over an annual period, including updating links and making minor changes to a sentence or paragraph. If the client or an agent other than VF20 Designs attempts updating the client's pages, time to repair webpages will be assessed at the hourly rate. Changes requested by the client will be billed at the hourly rate in agreement. This rate shall also govern additional work authorized beyond the maximums specified above for such services as general Internet orientation education, marketing consulting, webpage design, editing, modifying product pages and databases in an online store, and art, photo, graphics services, and helping clients learn how to use their own webpage editor. Time required to make substantive changes to client-submitted text after the webpages have been constructed will be billed at this hourly rate.
- 5. Web Hosting: The client understands that any non-VF20 Designs web hosting services must allow VF20 Designs full access to the website and a cgi-bin directory via FTP and telnet. The client further understands that if the web hosting service's operating system is not a Unix system, standard CGI software may not work, and providing a substitute may incur additional charges.
- 6. Completion Date: VF20 Designs and the client must work together to complete the website in a timely manner, and agree to work expeditiously to complete by date specified in contract. If the client does not supply VF20 Designs complete text and graphics content by established launch date, the entire amount of the contract still becomes due and payable.
- 7. Payment of Fees: Fees to VF20 Designs are due and payable on the following schedule: 50% upon signing this contract, 50% when the webpages have been constructed according to the client's original written specifications. In case the client has not secured Web space on a web hosting service by the time the webpages are completed, the webpages may be delivered to the client on diskette or attached to an e-mail message. Advertising the pages to Web search engines and updating occur only after the final payment is made. All payments will be made in US funds.
- 8. Assignment of Project: VF20 Designs reserves the right to assign subcontractors to this project to insure the right for the job as well as on-time completion.

#### 9. Legal Agreement:

- Copyrights and Trademarks The client represents to VF20 Designs and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to VF20 Designs for inclusion in webpages 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, and defend VF20 Designs and its subcontractors from any claim or suit arising from the use of such elements furnished by the client.
- Laws Affecting Electronic Commerce The client agrees that the client is solely responsible for complying with laws, taxes, tariffs, and will hold harmless, protect, and defend VF20 Designs and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the client's exercise of Internet electronic commerce.
- Copyright to Webpages Copyright to the finished assembled work of webpages produced by VF20 Designs is owned by the client. VF20 Designs and its subcontractors retain the right to display graphics and other Web design elements as examples of their work in their respective portfolios.
- Sole Agreement The agreement contained in this 'website design contract' constitutes the sole agreement between VF20 Designs and the client regarding this website. Any additional work not specified in this contract must be authorized by a written change order. All prices specified in this contract will be honored for six (6) months after both parties sign this

Date:

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#### Timothy W. Broadwater

VF20 Designs

Phone: 304-669-1532 Email: <u>info@vf20designs.com</u>

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INVOICE #00000 DATE: \_\_\_\_\_

#### FOR:

(Construction and launch of website and one year hosting).

DUE DATE: \_\_\_\_

HOURLY RATE: \_\_\_\_\_

QUANTITY	DESCRIPTION		UNIT PRICE	TOTAL
-	Domain Name Registration		\$0.00	\$0.00
-	Web Hosting		\$0.00	\$0.00
-	Secure Site License		\$0.00	\$0.00
-	Website Design & Construction		\$0.00	\$0.00
_	Hourly Rate for Maintenance/Repairs/Updates		\$0.00	\$0.00
			SUBTOTAL	\$0.00
			SALES TAX	\$0.00
		SHIPPI	NG & HANDLING	\$0.00
			TOTAL DUE	\$0.00

Make all checks payable to:

Tim Broadwater VF20 Designs

Phone: 304-669-1532 Email: <u>info@vf20designs.com</u>

If you have any questions concerning this invoice, contact Timothy W. Broadwater, 304-669-1532, info@vf20designs.com.

Thank you for your business!

