

Contract for Website Design

This agreement is for the protection of our clients as well as WebDBD.

Client Information

Contact Name: _____ Phone: _____

Company/Client: _____ FAX: _____

Address: _____

City: _____ State: _____ ZIP: _____

Country: _____

E-mail: _____

Present WWW URL (if any): _____

Our desire is for client satisfaction. One way to achieve this is to make clear our understandings with each other. These are the terms of our agreement:

1. Authorization. The above-named client is engaging WebDBD, a sole proprietor, located at P.O. Box 45-2181, Los Angeles, CA 90045, as an independent contractor for the specific project of developing and/or improving a World Wide website to be installed either on WebDBD's web server or on the client's web space on a web hosting service's computer. If the website is installed on a web hosting service of the client's choosing this agreement hereby authorizes WebDBD to access this account, and authorizes the web hosting service to provide WebDBD 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 WebDBD to publicize their completed website to Web search engines, as well as other Web directories and indexes.

2. Maintenance and Hourly Rate. This agreement includes minor webpage maintenance to regular webpages (not store product pages) over a one month period, including updating links and making minor changes to a sentence or paragraph. It does not include removing nearly all the text from a page and replacing it with new text. If the client or an agent other than WebDBD attempts updating the client's pages, time to repair webpages will be assessed at the hourly rate, and is not included as part of the updating time. The one month maintenance period commences upon the date the client signs this contract. Changes requested by the client beyond those limits will be billed at the hourly rate of \$ _____.

3. Changes to Submitted Text. Please send us your **final text**. Time required to make substantive changes to client-submitted text after the webpages have been constructed will be additional, billed at the hourly rate.

4. Completion Date. WebDBD and the client must work together to complete the website in a timely manner. We agree to work expeditiously to complete the website no later than _____.

5. Payment of Fees. Fees to WebDBD are due and payable on the following schedule: 50% upon signing of contract, 50% when the webpages have been completed according to the client's original written specifications. If the total amount of this contract is less than \$200, the total amount shall be paid upon agreement on initial home page design. All payments will be made in US funds.

6. Legal Stuff. WebDBD does not warrant that the operation of the webpages will be uninterrupted or error-free. In no event will WebDBD be liable to the client or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate these webpages or website, even if WebDBD has been advised of the possibility 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.

7. Copyrights and Trademarks. The client represents to WebDBD and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to WebDBD 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 WebDBD and its subcontractors from any claim or suit arising from the use of such elements furnished by the client.

8. Laws Affecting Electronic Commerce. From time to time governments enact laws and levy taxes and tariffs affecting Internet electronic commerce. The client agrees that the client is solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend WebDBD from any claim, suit, penalty, tax, or tariff arising from the client's exercise of Internet electronic commerce.

9. Copyright to Webpages. Copyright to the finished assembled work of webpages produced by WebDBD is owned by WebDBD. Upon final payment of this contract, the client is assigned rights to use as a website the design, graphics, and text contained in the finished assembled website. Rights to photos, graphics, source code, work-up files, and computer programs are specifically not transferred to the client, and remain the property of their respective owners. WebDBD retains the right to display graphics and other Web design elements as examples of its work in its portfolio.

10. Non- Payment of fees. In case collection proves necessary, the client agrees to pay all fees incurred by that process. This agreement becomes effective only when signed by WebDBD. Regardless of the place of signing of this agreement, the client agrees that for purposes of venue, this contract was entered into in Los Angeles, California, and any dispute will be litigated or arbitrated in Los Angeles, California.

The total amount of this contract is \$_____.

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

On behalf of the client (authorized signature):

_____ Date _____

On behalf of WebDBD (authorized signature)

_____ Date _____