



# Web Development Contract

Miles of Design, LLC  
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Client \_\_\_\_\_  
Phone \_\_\_\_\_ FAX \_\_\_\_\_  
Authorized Representative of the Client \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
E-mail address \_\_\_\_\_  
Present WWW URL (if any) \_\_\_\_\_  
User Name \_\_\_\_\_ Password \_\_\_\_\_

## Terms of Agreement

### 1. Authorization

The above named client is engaging Miles of Design, LLC, a limited liability company, as an independent contractor for the specific purpose of developing and/or improving a World Wide Web site. Hereafter, the client will be known as the "Client" and Miles of Design, LLC will be known as the "Developer." The Client hereby authorizes the Developer to access the Hosing Service Provider account, and authorizes the Host Service Provider to provide the Developer "write permission" for the Client's web page directory, cgi-bin directory, and any other directories that need to be accessed for completion of this project.

### 2. Standard Hosting Service

Developer may either secure a hosting account on behalf of the Client or the Client may secure Hosting Service independently or utilize other available hosting space, such as that provided by an Internet Service Provider (ISP), at the Client's discretion. Hosting account setup and configuration and email account creation and maintenance are the responsibility of the Developer only if the hosting is secured and maintained by the Developer. Fees for Hosting Services secured by the Developer are listed in Appendix A.

### 3. Domain Registration

If the Developer provides Hosting Service for the Client, the Developer will obtain a domain name (www.domainname.com) for the Client at the Client's request. The price for Domain Registration is listed in Appendix A. Should the Client desire a specific domain name that is already owned by another party, negotiations for said domain name must be undertaken and completed by the Client.

### 4. Technical Assistance

If the Client opts to maintain the site after completion, the Developer will provide e-mail and telephone assistance to the Client's designated representative(s) regarding management of the Client's web site for a period of 30 days after the site is officially declared completed. If the client finds the need for assistance after the 30-day period has expired, the Client will be offered an hourly rate or a Maintenance Agreement to compensate the developer for continuing to provide such assistance.

### 5. Base Package

This agreement contemplates up to \_\_\_ standard web pages including layout, graphic creation and necessary JavaScript for desired functionality.

### 6. Text

The majority of text and other content will be supplied by the Client. Developer may assist in the creation, editing, and adapting text for web suitability as needed. Web pages with more text that fits on a standard sheet of 8 1/2 X 11 paper at 12 point type size may be subject to additional fees for increased formatting time, billed at an hourly rate of \$55/per hour.

## 7. Cross-Browser Compatibility

This agreement contemplates the creation of a web site viewable by current versions of Mozilla Firefox, Internet Explorer, and Apple Safari. Compatibility is defined herein as all critical elements of each page being viewable in both browsers. Client is aware that some advanced technologies may require a more recent browser version and brand or plug-in.

## 8. Graphic Creation

It is anticipated that the Developer will create, capture or receive from the Client all the graphic elements necessary to complete the Client's web site. This base package includes creating images and scanning provided images (up to 15 images). If digital photography is require, charges will be listed in Appendix A. All graphics will be optimized for smaller file size to make them suitable for web use.

## 9. CGI/Perl

This contract contemplates basic forms embedded on the Client's web site with the data captured in each form delivered to the Client at the Client's specified e-mail address. The selected Hosting Service must provide the script or allow for CGI-bin access to provide this functionality. If the Client requests a specific script beyond this capability and if a script must be purchased by the Developer at the Client's request, the charge for the script, if any, will be billed back to the Client. However, the Developer will make a reasonable effort to locate a free or pre-existing script and will notify the Client by email, telephone, or in person before making such a purchase on the Client's behalf.

## 10. Macromedia Flash

Macromedia Flash is an option for the development of dynamic or interactive pages. If the client requests development of Macromedia Flash content, charges are listed in Appendix A.

## 11. Audio/Video

If the Client desires development of Audio in the form of MP3 or Video content in the form of MPEG, AVI (Windows), and Quicktime (Mac/Windows), the charges will be listed in Appendix A.

## 12. Site Search Engine and/or Password Protected Directories

At the Client's request, a Site Search Engine and/or Password Protected Directories will be provided at no additional charge for sites which the Developer maintains Hosting Services.

## 13. E-commerce

If a shopping cart is required for the Client's site, the charges for installing and configuring the shopping cart will be listed in Appendix A.

## 14. Secure Certificate

If the Client selects an e-commerce enabled site, the Client must obtain a secure certificate for online transactions. Providers of Secure Certificates for online transactions typically charge for this service.

## 15. Merchant Account

If the Client's web site requires the ability to accept credit cards through a Merchant Account, the Merchant accounts require PCI compliance. This requirement can be met through the use of one of our vendors, Thralling Penguin, LLC. Pricing listed in Appendix A.

## 16. Payment Gateway Accounts

If the Client desires real-time credit card processing, charges for integrating the payment gateway into the client's site is listed in Appendix A. Any charges related to this service are payable to the provider of the Gateway Service and are the sole responsibility of the Client.

## 17. Databases

This agreement does not include a provision for the creation of a database or databasegenerated content unless specifically listed in Appendix A. The charges for such will be listed in Appendix A.

## 18. Payment Terms & Work Flow

A minimum deposit of fifty percent (50%) of the anticipated charges (as specified at the end of Appendix A) is required to commence work. Once the deposit is received by the Developer, basic site design concepts will be discussed and put online for the Client's viewing and approval. Communication between the Developer and the Client is crucial during this phase to ensure that the ultimate publication will match the Client's taste and needs. Upon completion of this stage, the Client will be asked to confirm acceptance for the basic site design. Once this acceptance is received from the Client, the work necessary to complete the project will begin. The Client should continue, however, to frequently view updates to the site and express their preferences or dislikes to the Developer. Upon completion of the web site, an e-mail or postal mail invoice will be sent to the Client advising the Client that the work has been completed. The Client has 3 days to review the work and request any changes. If no changes are requested, final payment of the remaining 50% balance plus any additional charges incurred will due within thirty (30) business days after delivery of this e-mail or letter and invoice. If the thirty (30) day minimum is not met, an additional charge of 10% is due. If payment is not made within thirty (30) days of invoicing, simple interest will accrue monthly on the balance owed at a rate of 10% from the date the 10% penalty was levied. Developer reserves the right to remove all web content from the Internet if payment is not made within thirty (30) days after delivery of the completion notification. If a payment delay is anticipated, please contact the Developer. In such a case, the Developer may, at the Developer's sole discretion, opt to waive part or all of the late charges and interest fee and make alternative payment arrangements with the Client.

## 19. Client Amends

Developer strives to provide excellent customer service. To that end, the Developer encourages input from the Client during the design process. The Developer understands, however, that Clients may request significant design changes to pages that have already built to the Client's specification. To that end, please note that this agreement does not include a provision for "significant page modification" or creation of additional pages in excess of the agreed maximum (see Item 5). If significant page modification is requested after a page has been built to the Client's specification, it is considered as an additional page.

Some examples of significant page modification at the request of the Client include, but are not limited to the following: Developing a new table or layer structure to accommodate a substantial redesign at the Client's request. Replacing more than 75% of the text to any given page at the Client's request. Creating a new navigation structure at the Client's request. If significant page modification is requested by the Client after the maximum has been reached, the charge will be \$55.00 for each additional page. Moderate changes, however, will always be covered during our development of the site and also covered by one month of free maintenance. Client should also be aware that significant modifications could delay the completion date, and requests for significant modifications before the completion date may incur additional charges, at the discretion of the Developer. The Developer, however, will notify the client via email, telephone, postal mail, or in person before this type of additional charges are incurred in order to gain the Client's approval or rejection of these charges.

## 20. Maintenance Agreement

Thirty (30) days of site Maintenance is included in the cost of site development. Clients may choose to maintain a Maintenance Agreements after this period has expired. Such agreements may be billed at a fixed monthly rate or an hourly rate (\$70/hour) and charges will vary depending upon the anticipated needs of the Client. If you have chosen a Maintenance Agreement, the terms of such will be listed as Appendix A to this agreement.

## 21. Client or Third Party Page Modification

Some Clients will desire to independently edit or update their web pages after completion of the site as a way to control costs and avoid the expense of a Maintenance Agreement. Note however, that if this option is selected and the Client or an agent of the Client other than the Developer attempts to update the web site and damages the design or impairs the ability for the web pages to display or function properly, time to repair the web pages will be assessed at an hourly rate of \$70.

## 22. Search Engine Registration

The Developer will optimize the Clients web site with appropriate titles, keywords, descriptions and text and thereafter submit the Client's web site no less than five (5) major search engines and directories including Yahoo if desired. (Yahoo has a charge for review of business pages for inclusion. This charge is the sole responsibility of the Client.) Developer cannot guarantee the acceptance of the site by any particular search engine or the placement of Client's site in search engine results.

## 23. Assignment of Project

The Developer reserves the right to assign subcontractors to this project to insure the right fit for the job as well as on-time completion. The Developer warrants all work completed by subcontractors for this project the same as if the Developer had personally completed the work.

## 24. Additional Expenses

Client agrees to reimburse the Developer for any critical Client requested expenses necessary for the completion of the project. Examples include, but are not limited to, the following:

- Purchase of specific fonts at the Client's request
- Purchase of specific photography at the Client's request
- Purchase of specific software at the Client's request
- Purchase of specific script at the Client's request

Client will be notified by telephone, email, or in person if a situation arises that would indicate a need for such expenditures and be allowed the opportunity to accept or reject them beforehand.

## 25. Copyrights and Trademarks

The Client represents to the Developer and guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to the Developer for inclusion in the Client's web site 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 the Developer and its subcontractors from any claim or suit arising from the use of such elements furnished by the Client.

## 26. Age

Authorized representative of the Client certifies that he or she is at least 18 years of age and legally capable of entering a contract in the State of Colorado on behalf of the Client.

## 27. Indemnification

Client agrees that it shall defend, indemnify, save and hold the Developer harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees associated with the Developer's work on the Client's web site. This includes Liabilities asserted against the Developer, it's subcontractors, it's agents, its clients, servants, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by the Client, its agents, employee or assigns. Client also agrees to defend, indemnify and hold harmless the Developer against Liabilities arising out of any injury to person or property caused by any products or services sold or otherwise distributed over the Client's web site. This includes infringing on the proprietary rights of a third party, copyright infringement, and delivering any defective product or misinformation which is detrimental to another person, organization, or business.

## 28. Laws Affecting Electronic Commerce

The Client agrees that it is responsible for complying with the laws, taxes, and tariffs related to ecommerce, and will hold harmless, protect, and defend the Developer and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the client's use of Internet electronic commerce. Client also understands that the Developer cannot provide legal advice.

## 29. Ownership to Web Pages and Graphics

Copyright to the finished assembled work of web pages produced by the Developer and graphics shall be vested with the Client upon final payment for the project. This ownership is to include, design, photos, graphics, source code, work-up files, text, and any program(s) specifically designed or purchased on behalf of the Client for completion of this project.

### 30. Design Credit

Client agrees that the web site created for the Client may be included in the Developer's portfolio. If the Client allows the developer to place a small textual credit at the bottom of the each webpage, the developer will offer the client an additional 30 days of maintenance in exchange for this credit.

### 31. Nondisclosure

The Developer its employees and subcontractors agree that, except as directed by the Client, it will not at any time during or after the term of this Agreement disclose any Confidential Information to any person whatsoever. Likewise, the Client agrees that it will not convey any confidential information obtained about the Developer to another party.

### 32. Completion Date

The Developer and the Client must work together to complete the web site in a timely manner for both parties to remain profitable. In some cases, delays receiving materials or other circumstances can slow the process of development. However, developer agrees to make all reasonable efforts to complete this project no later than [REDACTED]

### 33. Cancellation

Cancellation of the project at the request of the Client must be made in writing. In the event that work is postponed or canceled at the request of the Client, the Developer shall have the right retain the original 50% deposit. In the event more than fifty percent (50%) of the anticipated work is completed, additional payment will be due, prorated based on the percentage of work completed. If additional payment is due, this will be billed to the Client within 10 days of notification to stop work. Final payment will be expected under the same terms as listed in Article 18 above.

### 34. Arbitration

Any disputes in this agreement shall be addressed through the Square Trade Dispute Resolution Service. The Square Trade's award shall be final, and if necessary judgment may be entered in any court having jurisdiction thereof. The Client shall pay all arbitration and court costs, reasonable attorney's fees and legal interest on any award or judgment in favor of the Developer which proceeds to court.

### 35. Entire Understanding

This contract and the Appendices attached thereto constitute the sole agreement between the Developer and the Client regarding this project. It becomes effective only when signed by both parties. Both parties warrant that they have read and understand the terms set forth in this agreement. Both parties ascertain that they will make a good faith effort to abide by the terms set forth herein. This agreement shall be governed and construed in accordance with the laws of the State of Colorado. In the event that any specific portion of this contract is deemed legally unenforceable, the remaining portion of this contract is still considered valid to the maximum extent allowable by Colorado State law.

On behalf of the Client \_\_\_\_\_

Date \_\_\_\_\_

On behalf of the Developer \_\_\_\_\_

Angela Miles - Owner, Miles of Design, LLC

Date \_\_\_\_\_

# Appendix A

## Fee Service

**Hosting services** [are / are not] to be secured and maintained by Developer. Fees for any Hosting Services are due payable upon receipt of invoice, and unpaid Hosting Service fees may result in the Client's site being removed from the server. If Hosting Services are provided, Hosting Package [Basic / Standard / E-commerce] is selected.

Monthly cost for the hosting package selected: [redacted]

Fees for Hosting Services include necessary configuration of Hosting Account, creation of email accounts up to the number allowed by the Hosting Package selected, necessary technical assistance in conjunction with the Hosting Services and access to Server Logs and web-based email if desired by the Client. **Domain Registration** [is / is not] to be completed by the Developer. If Domain Registration is required, the period is for [one year / two years]. Developer will invoice the Client for \$20 for a one- year registration or \$30 for a two-years' registration. This price includes all the applicable service fees charged for domain name registration by the appropriate authorities.

Logo Design [is / is not] to be included. If included, this logo design must be suitable for [web use only / web and print use]. Logos can be provided in any or all of the formats requested by the client, including gif, jpg, psd and eps files. If the logos are requested in another format, the Developer will provide the Client with this format if the Developer's software supports the format.

Description and price of **Logo Design** services required: [redacted]

**Digital Stock Photography** [is / is not] required.

Description and price of any needed digital photography: [redacted]

**Flash Development** – Client [has / has not] requested Flash Development services. Description and price of any requested Flash Development Services: [redacted]

**Shopping Cart and/or E-commerce** capability [is / is not] required

Description and cost of shopping cart and/or E-commerce development: [redacted]

Audio or Video [is / is not] required. Description and price of any requested RealAudio or RealVideo Development: [redacted]

**Database Creation and Functionality** for the site [is / is not] required for this project.

Description and cost of any Database work for this site: [redacted]

**Maintenance Agreement** [is / is not] requested. Maintenance Agreements are billed monthly, and the terms if the agreement may be changed at the end of a billing cycle, at the Developer's discretion. In the event of [redacted] as the option of accepting the new terms or terminating the agreement.

Description and price of Maintenance Agreement:

**Subtotal of Optional Services From Appendix A** [redacted]

**Base Price (for services outlined in the Web Development Contract)** [redacted]

**Total Price (Base Price plus Optional Services from Appendix A)** [redacted]

**Deposit Required** [redacted]

The specific services outlined in this agreement may be amended only by mutual agreement of the Client and Developer. The Developer may require written consent to add services not listed in Appendix A. In the event that the services outlined are amended or modified, the total price for site development may change. If there is difference in the total price for site development after this initial agreement is made, any differences will be reflected in the final invoice for the site.

On behalf of the Client \_\_\_\_\_

Date \_\_\_\_\_

On behalf of the Developer \_\_\_\_\_

Angela Miles - Owner, Miles of Design, LLC

Date \_\_\_\_\_