



Contract for Web Design Services

PROJECT DESCRIPTION

The Designer agrees to create the _____
_____ in accordance with the following specifications (see attached excel document).

ESTIMATES & FEES

Total project cost is estimated at: _____
This estimate is based on _____ hours of work. Project fees quoted are based on work performed during the course of regular working hours (based on a 40 hour week at \$85.00 an hour).

CHANGES

The client's approval shall be obtained for any increases in hours or expenses that exceed the original estimate.

The client shall be responsible for making additional payments for changes requested by the client that differ from original agreement, charged at \$85.00 per hour. However, no additional payment shall be made for changes required to conform to the original assignment description. The Client shall offer the designer the first opportunity to make changes.

PAYMENT SCHEDULE

Client will pay the designer a retainer of \$_____ as a 25% of the quoted work as an advance against the total fee. Client may be billed at appropriate milestones during the course of the project: final design approval, site construction completion, site launch. Site may not be launched until payment is received.

A 2% service charge is payable on all overdue balances that exceed 30 days.

ADDITIONAL WORK AND ALTERATIONS

Once the site is operational and has been tested on the main browser software (Safari, Netscape and Explorer) it is considered final.

Changes to the web site once work is considered final are outside of the terms of this contract, and are considered site maintenance this is charged at an hourly rate of \$85.00 an hour.

The artist will be given first opportunity to make any alterations required.

Web Site Developer: _____

Authorized Signature: _____

Title: _____

DEADLINES

The Designer's ability to meet deadlines is predicated upon the Client's provision of all necessary information and approvals in a timely manner.

CANCELLATION

In the event of cancellation of this assignment, ownership of all copyrights and the original artwork shall be retained by the designer. A cancellation fee equal to, and not to exceed the price of work completed to date at a rate of \$85.00 per hour, and material expenses already incurred, shall be paid by the client.

INTERNET ACCESS

Access to the internet will be provided by a separate Internet Service Provider (ISP) to be contracted by the client, and who will not be party to the agreement

DEFAULT IN PAYMENT

The client shall assume responsibility for all collection of legal fees necessitated by default in payment.

EXPENSES

If applicable, client shall reimburse the designer for all expenses arising from this assignment (stock photography, fed-ex), including the payment of any sales tax due on the assignment. Designer charges a 15% markup on all materials.

RELEASES

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

OWNERSHIP AND COPYRIGHT

Copyrights to project are granted to client upon final payment. Files upon request.

Go to:

<http://www.huntercommunication.com/info/web-phases.html>
for more information.

Client: _____

Authorized Signature: _____

Title: _____

Company Name: _____