

Project Number:

Target Completion Date:

Contact Name:

Phone:

Company/Client:

Address:

City, State, ZIP:

E-mail address:

Present WWW URL (if any):

Username:

Password:

Design work is often difficult to define in advance, and is inherently subjective. However, it is the intention of The Riera Design Company to provide a clear understanding of the terms and conditions of the project. Please read the following terms carefully:

1. Authorization. The above-named client is engaging The Riera Design Company as an independent contractor for the specific project of developing and/or improving a World Wide website to be installed on the client's web space on a web hosting service's computer. The client hereby authorizes The Riera Design Company to access this account. The client also authorizes The Riera Design Company to publicize the completed website to Web search engines, as well as other Web directories and indexes.

2. Standard Website Package Elements. The Riera Design Company includes the following elements in its Standard Website Package:

- **Ten Web pages.** In case the client desires additional standard web pages beyond the original number of pages specified, the client agrees to pay The Riera Design Company a fee for each additional web page. Additional web pages are subject to the same fees for additional content as all other pages.
- **Words of text** supplied by the client electronically or via CD. Web pages that exceed 1,200 words of text are subject to an additional fee.
- **Links** to external pages, up to an average of three per page. Extra links will be subject to an additional fee.
- **Custom Graphics Package.** Top-of-page graphic (custom graphic incorporating company logo, photography submitted by the client, etc). Colorful backgrounds and menus.
- **Photos and other miscellaneous graphic images** supplied by client, up to an average of three per page, in addition to top-of-page graphic. Extra photos or graphics will be subject to an additional fee. It is strongly recommended that all photos and graphic images be submitted electronically or via CD. Photos or graphics submitted in their physical form will require a scanning fee.
- **Installation** of web pages on the client's web hosting service.
- **E-mail response link** on each web page to any e-mail address the client designates.

- **Simple contact form** including up to ten fields, providing that the client has purchased web hosting from www.icdsoft.com or another hosting company which supports simple forms.

3. Client Expectations. The content of the web pages will be supplied by the client and executed as specified by the client. The Riera Design Company is under no obligation to begin work on the web pages until all content has been submitted in its final form (no drafts, please). The client is required to submit all content within six weeks of the date this contract was signed by the client (please see the **Completion Date** section of this contract for important details).

4. Hourly Rate and Maintenance. The Riera Design Company's hourly rate is \$15. The client agrees to pay the hourly rate for any hours spent on additional services as described in this contract that are not included in the Standard Website Package and are not subject to a additional fixed fee (please see the **Additional Fixed Fees** section). The client also agrees to pay the hourly rate for any additional services not described in this contract but agreed upon by the client and The Riera Design Company.

This agreement does not include web site maintenance, which can be purchased separately on an as-needed basis. This includes any damage control requested due to the client or an agent other than The Riera Design Company attempting to alter the client's pages, resulting in damage to the pages. The Riera Design Company is not held liable for such damages or obligated to fix them.

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

6. Web Hosting. The client understands that any web hosting services require a separate contract with a web hosting service. The client agrees to select a web hosting service which allows The Riera Design Company full access to the website. The Riera Design Company recommends purchasing web hosting from www.icdsoft.com.

7. Completion Date. The Riera Design Company and the client must work together to complete the website in a timely manner. If the client does not supply The Riera Design Company complete text and graphics content for all web pages within six weeks of the date this contract was signed, the entire amount of the contract becomes due and payable, and additional time spent on completion of the web site will be billed at half of The Riera Design Company's hourly rate.

8. Additional Fixed Fees. The client agrees to pay all additional fees as described in this contract. This contract is to be considered proper notification of the possibility of such fees, and it is the responsibility of the client to understand these fees before submitting any content.

The Additional Fixed Fees are as follows, and any other fees not named shall incur an hourly rate of \$15 per hour:

- Each page that exceeds 1,200 words will incur a \$5 fee.

- If the site averages more than three external links per page, each additional external link will incur a \$1 fee.
- If the site averages more than three graphics per page, each additional graphic will incur a \$2 fee.
- Each graphic submitted in physical form, requiring scanning by The Riera Design Company, will incur a \$2 fee.
- Additional pages requested beyond the allotted ten pages will incur a \$15 fee.

9. Payment of Fees. Fees to The Riera Design Company are due and payable on the following schedule: 50% upon signing this contract, and 50% plus any additional fees when the web pages 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 web pages are completed, the web pages may be delivered to the client electronically. Opening the web site to the public and advertising the pages to Web search engines occur only after the final payment is made. PayPal is The Riera Design Company's preferred method of payment.

Payment of the final fees will signify completion of the project. Therefore, it is the client's responsibility to make sure any errors have been corrected before payment is made.

10. Legal Stuff. Once the site is opened to the public, the entire risk as to the quality and performance of the web pages and website is with the client. In no event will The Riera Design Company be liable to the client or any third party for any damages, including any incidental, consequential or special damages arising out of the operation of or inability to operate these web pages or website, even if The Riera Design Company 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.

11. Copyrights and Trademarks. The client represents to The Riera Design Company and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to The Riera Design Company for inclusion in web pages 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 Riera Design Company from any claim or suit arising from the use of such elements furnished by the client.

12. Copyright to Web Pages. Copyright to the finished assembled work of web pages produced by The Riera Design Company is owned by The Riera Design Company. 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, and source code are specifically not transferred to the client, and remain the property of their respective owners. The Riera Design Company retains the right to display the web site or portions of the web site in company and personal portfolios and to link to the web site from its own web site. The client agrees to allow The Riera Design Company to attribute the site's creation to The Riera Design Company and/or a specific designer by use of text or a graphic linked to The Riera Design Company's web site or email address. This link will be placed at the bottom of each page and may be updated as needed.

13. Client-Designer Communication. The client agrees to make all attempts to respond to all communications by The Riera Design Company in a timely manner, understanding that failure to do so may jeopardize any deadline agreed upon by both Client and The Riera Design Company at the beginning of the project, and understanding that we will communicate primarily through email. The Riera Design Company reserves the right to cancel a project if the client has been contacted by email, mail or telephone and a period of 14 days passes with no response from the client, unless we have been previously notified of your temporary inability to respond. Such failure to respond to designer communication within 14 days will be considered breach of contract and the client will be billed an hourly rate for all work completed beyond what is covered in the initial down payment. Resumption of the project will require a new contract.

14. Payment of fees. In order for The Riera Design Company to continue to provide its services at an affordable price, payments must be made promptly. All bills will be assessed a \$15 charge if payment is not received within 10 days of the due date. If an amount remains unpaid 30 days after its due date, an additional 5% penalty will be added for each month of delinquency. The Riera Design Company reserves the right to remove web pages from viewing on the Internet until final payment is made. In case collection proves necessary, the client agrees to pay all fees incurred by that process. Please pay on time!

15. Initial Payment and Refund Policy.

The total amount of this Standard Website Package contract is \$425.

This agreement begins with an initial, nonrefundable 50% down payment of \$212.50. If the client halts work and applies for project cancellation within 30 days to The Riera Design Company, the client shall be liable to pay for any work completed which exceeds what was covered by the down payment at the hourly rate stated above.

By signing this contract, 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 The Riera Design Company (authorized signature):

_____ Date _____