Contract Between:

Amy Lynn Colt
SpiderWeb Site Designs
32 Winmar Drive
Southbury, CT 06488
(203) 262-1446
amy@spiderwebsitedesigns.com

And:
Client
Date   _____/_____/_____

Company Name _____

Contact Name _____

Address _____

City _____ State _____ ZIP _____

Phone _____

E-mail address _____

Present WWW URL (if any): _____

Company that holds the domain name: _____

Username _____ Password _____

These are the terms of our agreement together: This is a legal and binding contract between
SpiderWeb Site Designs and the Client listed above. This agreement begins with an initial down payment of
$350.00 for Design Services

1. Initial Payment and Refund Policy.   This agreement begins with an initial un refundable deposit of $350.00 for the Website design with an absolute maximum of three designs. If the client wishes to halt work for any reason he must apply by registered letter for a delay or cancellation within 30 days from initial date of the contract, to Spider Web Site Designs, 32 Winmar Drive, Southbury Ct. 06488. Any work completed before such letter is received shall be billed at the page rate of $50.00 per page. No portion of the initial design fee payment will be refunded for any reason..

2. Communication and Support
Once payment has been received and the design of your Web Site has commenced, you must be available via e-mail or phone, able to answer all questions and provide any additional information needed in a timely manner throughout the design process. Almost all communication is via e-mail and by phone. If you cannot provide content, before work is finished on your site, you will be billed in full and the content will be added as it is supplied, subject to my availability. ***I am not responsible if there is content delay on your part and the site cannot be finished in a timely manner***.

Developers Initials_____   Clients Initials_____

3. Authorization. The above-named Client is engaging **SpiderWeb Site Designs**, known as Developer, located at **32 Winmar Drive, Southbury CT**, as an independent contractor for the specific purpose of developing a web site.

4. Standard Web Site Package:

Domain Registration: *The Developer will secure a domain name for the Client at the Client's request. If the Client already has a domain name, the Developer will coordinate redirecting the address to the new host. Should the Client desire a specific domain name, which is already owned by another party, negotiations for said domain name must be undertaken by the Client.*

Designing: *The Developer will design the site using the client's already existing logo. If the client does not have an existing logo, there will be an additional charge if you wish to have one designed. Fee to be agreed upon by both parties.*

Text: *Copy for web site must be supplied by the Client in a .doc format via disk or email attachment.* **If not supplied, there will be an additional $50.00 charge per page for typesetting.**

All forms designed by the developer and added to your already existing pages except the e mail form will be at a rate of $50.00 per form. *Calendars and other Information designed by Developer are also at a rate of $50.00 per document.*

Photos: *Photos and other misc. graphic images must be supplied by Client. I will include the* **first 30 photos at no charge**. *After the first 30 photos, there is a charge of $5.00 for each photo sent to me digitally, and $10.00 for each photo to be scanned, unless otherwise agreed upon.* **PLEASE DO NOT CROP OR RESIZE** *I will be responsible for the proper cropping, resizing and web optimization.*

Photos that are attached to a photo Album Page *have a MAXIUM of 20 photos per page at the going page rate. After the Max of 20 photos, there will be a $1.00 charge per photo to add to the photo album page. If photos need additional editing other than cropping, resizing and optimizing such as adding text, special effects or other services, there will be another $1.00 charge for that photo.*

Note: These Photos described above **will not** **be attached to a store front (They are Information Photos Only)**

If Photos are going to be attached to a store front, (e-Commerce) where you are selling an item, there is a **$15.00** *charge (***$5.00 for the photo and $10.00 for the HTML Code***) for each photo to be processed and attached to an HTML Button that will build an order form, where you can collect Income from your products.*

Scanning: *This agreement contemplates scanning up to 10 images for the Client. It is contemplated that this will accommodate the needs of most Clients.. Please note: If you anticipate needing extensive scanning service, or need large format images scanned, please contact Developer for pricing and / or discounts on volume scanning.*

Installation: Finished site will be uploaded.

Site publicity: *The site will be subject to a one-time blast submission to at least 12 of the major Web search engines, such as Google, Yahoo, AltaVista, InfoSeek, WebCrawler, Lycos, HotBot, etc.*

5. Standard Web Site Packages Only. The content of the web pages will be supplied by the Client and executed as specified by the Client in the "Web Site Planning Worksheet". This web site can have an unlimited number of pages at $50.00 per web page in addition to the $350.00 initial design fee.

Note: *All forms designed by the developer and added to your already existing pages except the e mail form will be at a rate of $50.00 per form. Calendars and other Information designed by Developer are also at a rate of $50.00 per document.*

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6. Online Stores Only. The text and graphic content of the web pages will be supplied by the Client and executed as specified by the Client in the "Web Page Planning Worksheet". It is understood that total prices calculated are likely to vary from the final amount due to different quantities of products, categories, photos, regular pages, etc. in the final store. The final payment shall reflect and include all elements actually completed at the prices attached.

I include unlimited e-mail/phone consultation of general Internet orientation education, marketing strategy, Web design consultation, and helping Clients learn to use the store software.

7. Project Delay: If circumstances change and you need to put your project on hold, you will be locked in to your quoted price for a period of 90 days from your estimated start date. After 90 days, your project may need to be reassessed at current rates. If you decide not to proceed, all deposits are forfeited and any graphics, layouts or mock-ups will remain the property of SpiderWeb Site Designs.

8. Submitted Text. Please send me your **Final Edited Text**. I do not usually have the time to review all the text sent to me, so please make sure that you have it just the way you want in on your site. Time required to make substantive changes to client-submitted text after the web pages have been constructed will be billed at the page rate of $10.00 per page.

9. Client Amends / Changes. Developer prides itself in providing excellent customer service.
The Developer understands, however, that Clients may request **significant** design changes to pages that have already been built to the Client's specification. ***To that end, please note that our agreement does NOT include a provision for significant page modification. If you decide to make changes that will affect all the pages that have already been built,** to the Author's specification, I must count it as additional page updates, as each page will have to be modified for a consistent flow. Please See Extended Maintenance Contracts* **section below for update prices.**

Some examples of significant page modification at the request of the Client include:

- *Developing a new table or layer structure to accommodate a substantial redesign at the Client's request.*
- *Recreating or significantly modifying the company logo graphic 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 or changing the link graphics at the Author's request.*
- *Significantly reconfiguring the Client's shopping cart with new product, shipping or discount calculation if an e-commerce enabled site has been selected by the Client.*

Clients who anticipate frequently changing the look of their site during the design process and Clients who desire to be intricately involved in the design of each page are encouraged to negotiate an agreement which exceeds the page maximum. If significant page modification is requested by the Client after the page maximum has been reached a Change Request with estimated costs will be submitted for Client approval prior to changes being done.

Moderate changes, however, will always be covered during our development of the site and also covered by our one month of free maintenance.

10. Third Party or Client Page Modification. Some Clients will desire to independently edit or update their web pages after completion of the site.
   Note: SpiderWeb Site Designs is not responsible for any damage created by the Client or agent of the Client.
   Any repairs requested will be assessed at a PAGE rate of $50.00 per page

11. 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 to each of the major search engines and directories.

The Developer encourages all commercial Clients to obtain advanced Search Engine Optimization and Site Promotion services.

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12. Work Schedule and Completion Date. The Client is to provide Developer with all the data needed to complete web site, including text, company logo, and photos. After initial direction from the Client, the Developer is to submit a **First Mockup Draft** of the web site no later than twenty (20) days after Developer receives the signed agreement, along with the down payment of **$350.00 for the Design Fee**.

Upon completion of this first design stage, the Client will be asked to confirm acceptance for the basic site design via e-mail by signing a printed copy of the design and e-mailing it to the Developer. When this acceptance is received from the Client, the work necessary to complete the project will continue. A maximum of three initial designs of the home page will be submitted to client. If you should need more than 3 designs, an additional fee of $125 per design will be assessed . Once your Web Site has commenced, you must be available via e-mail, able to answer all questions and provide additional information as needed throughout the design process. Almost all communication is via e-mail and by phone.

When Site is Approved, we will decide together how many Links/Buttons/Pages you will need @ $50.00 per page additional. *****At this point there will be a 50% Deposit on these additional monies owed before going any further.

Final Payment When the site is finished, estimated 15 to30 days from the start, you will be invoiced for the remaining balance. *I am not responsible if there is content delay on your part and the site cannot be finished in a timely manner.* If you cannot provide content, before I am finished with your site, you will be billed in full and the content will be added as it is supplied.

Upon completion of the web site, an e-mail and invoice will be sent to the Client advising the Client that the work has been completed. Client will supply written approval by signing a copy of the webpage, and sending it to SpiderWeb Site Designs. After contract has been paid in full, I will deliver all logins and passwords. At this point, moderate changes, will be covered during your one month of free maintenance. Please use this time to get to know your site. Make sure all links are working, and all products are correct.

13. Extended Maintenance Contracts. Terms for Maintenance Contracts will be listed below

- ➢ 1) There will be a *$10.00* per page update fee.
- ➢ 2) $10.00 per page to update existing information on any page already built on your web site. (Additional or new information charged on an individual basis.)
- ➢ 3) There is a charge of $5.00 for each photo sent to me digitally, and $10.00 for each photo to be scanned. These Photos **will not** be attached to a store front/ E-Commerce, (It is Information Only)
- ➢ 4) If Photos are going to be attached to a store front/e-Commerce, where you are selling an item, there is a $15.00 charge. (*$5.00* for the photo and *$10.00* for the HTML Code) for each photo to be processed and attached to an HTML Button that will build an order form, where you can collect Income form your products.
- ➢ 5) I charge $75.00 per page, to build new pages after the site is finished plus $10.00 for each page if the redesign is required to add new buttons to each page. *See # 1 above in this section.*

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

Developers Initials_____   Clients Initials_____

15. Warranties and Liability. Client agrees that any material submitted for publication will not contain anything leading to an abusive or unethical use of the Web Hosting Service, the Host Server or the Developer. Abusive and unethical materials and uses include, but are not limited to, pornography, obscenity, nudity, violations of privacy, computer viruses, harassment, any illegal activity, spamming, advocacy of an illegal activity, and any infringement of privacy..

Client hereby agrees to indemnify and hold harmless the Developer from any claim resulting from the Client's publication of material or use of those materials.

It is also understood that the Developer will not publish information over the Internet which may be used by another party to harm another. The Developer will also not develop a pornographic or satanic web site for the Client.

Developer does not warrant the functions of the site, that it will meet Client's expectations of site traffic or resulting business or that the operation of the web pages will be uninterrupted and / or error-free. Developer is not to be held responsible for occasional downtime of email or web site due to line interruptions and/or other instances beyond Developers control.

16. 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 development of the Client's web site. This includes Liabilities asserted against the Developer, its subcontractors, its 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.

17. Rights Upon Termination of Agreement. Developer shall transfer, assign and make available to Client all property and materials in Developer's possession or subject to Developer's control that are the property of Client, subject to payment in full of amounts due pursuant to this Agreement

In the event the Client terminates this contract by registered letter within 30 days of initial date of signing, work completed shall be billed at a rate of $50.00 per page. Initial Design Fee is non-refundable. If, at the time of the request for refund, work has been completed beyond the amount covered by the initial payments, the Client shall be liable to pay for all work completed at a page rate of $50.00 per page. No portion of any payments will be refunded unless written application is made within 30 days of signing this contract and before and designs are delivered. *If you decide not to proceed, all deposits are forfeited and any graphics, layouts or mock-ups will remain the property of Spider Web Site Designs.*

Refund request must be submitted by registered letter to
Amy Colt   Spider Web Site Designs   32 Winmar Drive, Southbury, CT. 06488

18. Default. In the event of any default of any material obligation by or owed by a party pursuant to this Agreement, then the other party may provide written notice of such default and if such default is not cured within ten (10) days of the written notice, then the non-defaulting party may terminate this Agreement.

19. Notices. Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

Developers Initials_____   Clients Initials_____

20. Litigation. Any disputes arising form this contract will be litigated or arbitrated in New Haven County, Connecticut. This agreement shall be governed and construed in accordance with the laws of the State of Connecticut, USA.

21. Payment of Fees. Fees to Developer are due and payable on the following schedule:

- ❖ **1) Design Fee Up Front: $350.00**
  A minimum deposit for design fee of $350.00 . The design fee is required to commence work and is non-refundable. A *Maximum* of three initial designs for your website will be provided. If you require more than 3 designs, there will be a fee of 125.00 per design thereafter.

- ❖ **2) When Site is Approved**: And we decide how many Links/Buttons/Pages you will need @ $50.00 per page,
  - ➢ **Example**, 5 pages layout.   **Home - About me - My Services - Products - Portfolio**

  - ➢ **5 pages X $50.00 per page = $250.00**

  ## *At this point there will be a 50% Deposit before going any further

  - ➢ **$250.00 divided by 2 = $125.00 deposit required**

- ❖ **3) Final Payment:** When the site is finished or 30 days from the start of the Site, you will be invoiced for the remaining balance. Any additional costs incurred during development will be invoiced at the completion of the web site.
  - ➢ **Note:** I am not responsible if there is content delay on your part and the site cannot be finished in a timely manner. If you cannot provide content, before I am finished with your site, you will be billed in full and the content will be added as it is supplied

- ❖ **4) After Receipt of the Final Payment**: After contract has been paid in full, I will deliver all logins and passwords. At this point, moderate changes, will be covered during your one month of free maintenance. Please use this time to get to know your site. Make sure all links are working, and all products are correct. **All payments will be made in US funds.**

22. Developers Rights
Note: Developer reserves the right to remove web pages from viewing on the Internet until final payment is made. If a payment delay is anticipated, please contact the Developer immediately for an alternative arrangement. In case collection proves necessary, the Client agrees to pay all fees incurred by that process. This agreement becomes effective only when signed by Developer. Regardless of the place of signing of this agreement, the Client agrees that for purposes of venue, this contract was entered into in New Haven County, Connecticut. Any dispute will be litigated or arbitrated in New Haven County, Connecticut.

Developers Initials_____   Clients Initials_____

23. Credit and Usage

All graphics, illustrations, and layouts are intended to be kept whole as given to you. All work done by SpiderWeb Site Designs may not be used by anyone else but the specified client for which it was originally designed. All preliminary mockups to include graphics, layouts, etc., *which are not selected by the client remain the full property of SpiderWeb Site Designs and may be used in future projects for other clients. If you decide not to proceed for any reason not covered above, all deposits are forfeited and any graphics, layouts or mock-ups will remain the property of Spider Web Site Designs.*

SpiderWeb Site Designs retains all rights to display artwork in portfolios and advertising materials. E-mail testimonials from clients may be posted on www.SpiderWebsiteDesigns.com

All Web Site designed by *SpiderWeb Site Designs* require a text link back to *SpiderWeb Site Designs* unless other arrangements have been made. The client guarantees that links back to *SpiderWeb Site Designs* will remain in place until such time as that website design is no longer published on the Internet. Removal of this link is in violation of this agreement and subject to breach of contract.

24. Sole Agreement. The agreement contained in this "Website Design Contract" constitutes the sole agreement between Developer and the Client regarding this web site. Any additional work not specified in this contract, must be authorized by a written change order. All prices specified will be honored for 30 days after both parties sign this contract. Continued services after that time will require a new agreement.

This agreement constitutes the entire understanding of the Developer and Client. This agreement terminates and supersedes all prior understanding or agreements on the subject matter hereof. Any changes or modification thereto must be in writing and signed by both parties

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 _____

_____
Please Print Name

On behalf of Developer (authorized signature)

_____ Date _____
Amy Lynn Colt