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WEB DESIGN SERVICES CONTRACT

Contact Name:	
Phone:	
Fax:	
Company/Client:	
Address:	
E-mail address:	
Present WWW URL (if any):	
Username	
Password	

This contract provides client and contractor with a formal, binding understanding and agreement to purposes and goals. The terms follow.

- 1. Engagement.** _____, (“Client”) is engaging Debbie Matthews, d/b/a Debbie’s Web Design (“Contractor”) as sole contractor, located at 803 Riva Ridge Blvd., Gahanna, Ohio 43230, as an independent contractor for the specific project of designing and implementing a Web site for installation at Client’s contracted Web host server account. Client agrees to authorize Debbie’s Web Design access to this account, and authorizes their contracted Web host service provider to grant Contractor "write permission" for the Client's Web page directory, cgi-bin directory, and any other directories or programs which need to be accessed for this project.
- 2. Web Design Contract Components.** Debbie’s Web Design includes the following components in this Contract:
 - **Free Design Consultation.** Contractor will meet with Client to discuss goals and purpose of site, graphical and textual layout and design of site, and completion of planning worksheet, including scheduling task completions. Consultation may be in person or on the phone. Any long distance telephone charges are not included and will be separately billed. Additional consultation visits will be charged at an hourly rate.

- **Web Site Content.** Web site content will be supplied by Client, unless otherwise specified. The design will follow the layout set forth in the design planning worksheet. This Web site includes up to ____ pages. Additional pages will be billed at the hourly rate of \$75.00 as billed in fifteen-minute increments.
- **Textual Content.** Text is to be supplied by Client. If text is not supplied already typed by Client, there will be a 200 word-per-page maximum allowed for the body of the page. Please note that individual Web pages which exceed 1,000 words of text in the body may be subject to additional fees, if extra formatting is required. Contractor does not recommend pages exceeding this limit.
- **Links.** Contractor will add links to external sites and pages when appropriate, at request of Client.
- **Graphical Content.** Each page to contain company logo, to be provided by Client. (If Client has no logo, Debbie's Web Design can provide such services under separate contract.) Other graphics can include:
 - Color layout and scheme.
 - Matching lines and bullets.
 - Colored and textured background.
 - Photos supplied by client, up to two per page.
 - Navigation buttons and effects.
 - Illustrative graphics, limited to two per site.
 - Conversion of up to five short documents (not to exceed three pages) into PDF files and links to document. This does not include formatting of document.
 - Other content supplied by Client. Content which requires major editing and formatting will be billed at an hourly rate of \$75.00. Debbie's Web Design shall decide if this editing is necessary.
- **Upload** of Web pages to Client's Web hosting server.
- **Minor updates and changes.** After Web site is launched, Debbie's Web Design will provide three months of minor updates and changes. These changes include simple text editing, up to four lines per month, updating links, and simple color changes which do not require reformatting or re-editing. Debbie's Web Design shall decide if reformatting or re-editing is necessary. Not included are creating and reformatting pages, creating new graphics, redesign of navigation, layout or style, replacing all text from a page, etc.
- **Major updates and changes.** After Web design worksheet is completed and signed, any additional major changes and updates (i.e., changes to layout and

design, alteration of graphics, etc.) will be billed at \$75.00 per hour as billed in fifteen-minute increments.

- **E-mail.** Response links on each Web page to any E-mail address the client designates. (Contractor is available to set up E-mail addresses on individual PC's at hourly rate of \$75.00 per hour, minimum one hour.)

3. Post-launch additions. The addition of Web pages, graphics, photos and any other large files will be billed at the hourly rate of \$75.00 as billed in fifteen-minute increments.

4. Maintenance and Hourly Rate. Outside of the three-month period of minor maintenance, Debbie's Web Design is not responsible for any regular maintenance to Client site. Client can elect to sign an annual maintenance agreement with Debbie's Web Design for such changes.

If Client or an agent other than Debbie's Web Design attempts updating Client's pages, time to repair Web pages will be assessed at the hourly rate, and is not included as part of the updating time.

Services such as repair to Web page damaged by Client or others, tutoring and training of personnel (i.e., in how to use Web design editing software), marketing consultation, advertising site, or adding additional components not laid out in contract (such as e-commerce, database, etc.), will be billed at Debbie's Web Design's appropriate hourly rate.

5. Submitted Content. Contractor will endeavor to meet specified deadlines laid out in the design planning worksheet. Client will be bound to the dates set out there. Please make every effort to submit completed content and approvals by agreed-upon deadlines. Contractor will not be held responsible if target launch date cannot be met due to late submission of materials by Client. The design planning worksheet (Attachment A) is attached to the end of this agreement.

Any excessive alterations required for Client-provided content after pages are approved and constructed will be billed at Contractor's hourly rate of \$75.00 as billed in fifteen-minute increments. Contractor will not be held responsible if Client-submitted content contains errors.

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 Debbie's Web Design full access to the website and a cgi-bin directory via FTP. Debbie's Web Design can recommend a web hosting service

7. Launch Date. Debbie's Web Design and Client must work together to complete the elements of the Web site in a timely manner. We agree to work expeditiously to complete the Web site by _____, 200__, subject to date of receipt of signed contract and all materials from Client. Otherwise, this site shall be completed _____ (weeks/months) from the date of reception of all materials.

8. Payment Schedule. Fees to Debbie's Web Design are due and payable on the following schedule:

- 50% upon signing this contract,
- 50% when the Web pages have been constructed according to the client's original written specifications.

All payments will be made in US funds. Debbie's Web Design promises to complete all work by this date, subject to approval and receipt of all materials from Client. All final payment shall be due on agreed-upon date, regardless of delays by Client. However, if the contractor is delayed due to circumstances beyond his or her control, contract completion and required final payment will be postponed to a new agreed-upon date. At that new date, all fees will be due. If a new agreed-upon date cannot be negotiated, then the Refund Policy as outlined in this document will be followed.

9. Third Party Consultants and Sub-Contractors. Debbie's Web Design reserves the right to contract third party consultants and sub-contractors, with the approval of Client, to the right fit for the job as well as on-time completion.

10. Legal Issues. Debbie's Web Design does not guarantee that the functions contained in the Web pages or the Web site will meet the client's requirements or that the operation of the Web site will be uninterrupted or error-free. The entire risk as to the quality and performance of the Web site and pages therein is with client. In no event will Debbie's Web Design be liable to Client or any third party for damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate this Web site and any Web pages, even if Debbie's Web Design 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.

14. Copyrights and Trademarks. Client represents to Debbie's Web Design and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Debbie's Web Design for inclusion in the Web site are either owned by Client, or that Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend Debbie's Web Design and its sub-contractors from any claim or suit arising from the use of such elements furnished by Client.

12. Copyright to Web Pages. Completed, constructed pages of the Web site produced by Debbie's Web Design are owned by Debbie's Web Design, and Debbie's Web Design owns full copyright to these pages. Completed payment of account grants Client rights to use Web site. Copyright to photos, graphics, source code, mockup files, computer programs, and any other elements created for the sole purpose of designing this Web site are specifically not transferred to Client, and remain the property of their respective owners. Debbie's Web Design and its sub-contractors retain the right to copy and display the elements of this Web site in their portfolios.

13. Payment of Fees. In order for Debbie's Web Design to remain in business, payments must be made in a timely manner. Delinquent bills will be assessed a \$10.00 late fee if payment is not received within 15 days of the due date outlined above. If an outstanding balance remains delinquent thirty days after its due date, an additional 5% penalty will be added for each month of delinquency. Debbie's Web Design reserves the right to remove Web pages from viewing on the Internet until final payment is made. In case collection proves necessary, Client agrees to pay all fees incurred by that process. This agreement becomes effective only when signed by Debbie's Web Design. Regardless of the place of signing of this agreement, Client agrees that for purposes of venue, this contract was entered into in Columbus, Ohio, and any dispute will be litigated or arbitrated in Columbus, Ohio. Please pay on time.

14. Sole Agreement. The agreement contained in this "Web Design Services Contract" constitutes the sole agreement between Debbie's Web Design and Client regarding this Web site. Any additional work not specified in this contract must be authorized by a written change order. All prices specified in this contract will be honored for three (3) months after both parties sign this contract. Continued services after that date will require a new agreement.

15. Initial Payment and Refund Policy. This contract becomes binding with an initial payment in the amount of 50% of total amount of contract. If Client halts work and applies by registered letter for a refund within thirty days of date of contract, work completed shall be billed at the hourly rate stated above, and deducted from the initial payment, the balance of which shall be paid back to Client. If, at the time of the request for refund, work has been completed beyond the amount covered by the initial payment, Client shall be liable to pay for all work completed at the hourly rate stated above. No portion of this initial payment will be refunded unless written application sent by registered mail is made within 30 days of signing this contract.

Standard Web Site Package: _____

Additional Services, attach contract: _____

Total amount of 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 _____

Debbie's Web Design (authorized signature)

_____ Date _____

Attachment A:

Web Design Worksheet

I have composed the following worksheet to clarify your needs, desires and goals with regard to your company's Web site design. I will review this sheet with you, after signing our initial contract, in order to specify exactly what elements will be included and affected by the design. Please answer any and all questions as completely as possible.

After review, we will sign it and each retain a dated copy. All designs will adhere to the answers in this sheet.

Company Name: _____

1. A. Purpose of Web site. Before we start with the nuts and bolts of the graphic elements, it is imperative that we firmly determine the most important purposes of why you want a Web site for your company/organization.

Please read the following and rank which are the most important considerations, and cross out any of the following that are not important to you:

- To give our organization a cutting edge appearance.
- To keep up with the times.
- To develop a marketing database.
- To attract new clients and customers.
- To sell products/merchandise online.
- To have prospective clients contact us.
- To market our brochure and other literature we write.
- To allow users access to a repository of information and downloads for free.
- To allow users access to a repository of information and downloads for a fee.
- To make product information and price lists available to distributors and vendors.
- To make product information and price lists available to distributors and consumers.
- For branding purpose.
- Other reasons:

1. A. Target User Audience.

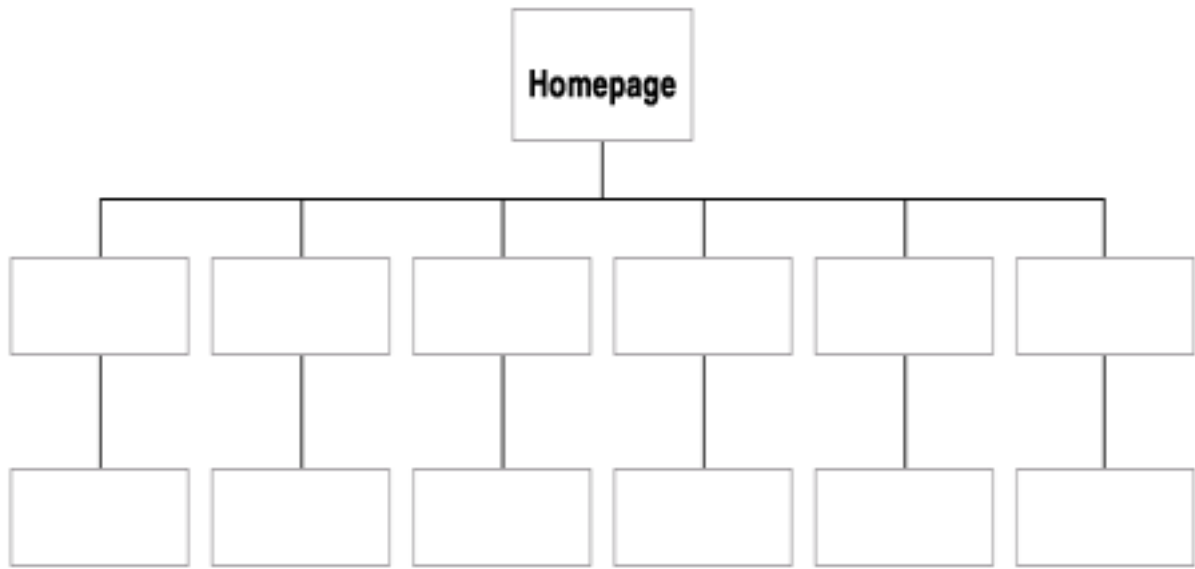
Please describe to the best of your ability, your target audience for this Web site and your general current target audience.

Please note that I design the majority of Web sites based on an 800x600 resolution PC monitors screen, which is the most commonly used, and cross test for different resolutions. If you know your target audience will use a different screen setting, or use particular hardware other than standard PC's and IBM workstation, please let me know here.

My target audiences primarily uses: _____

2. Web Site Layout Chart

If you have any preference, please give me your preferred web site layout. In order to keep things simple, I generally prefer to keep multiple depths to a minimum. This allows the customer to navigate to any information quickly.



Page Elements:

All the pages should be printer friendly as is (please note that this will incur additional charges and pages, and maximum fixed width is 580 pixels. Most users use a screen width designed for 800 pixels wide. If additional elements are desired, please let me know here.

Splash page:	<input type="checkbox"/> yes	<input type="checkbox"/> no
Printer friendly format?	<input type="checkbox"/> yes	<input type="checkbox"/> no
If so, what format:		
• PDF/ Adobe Acrobat		
• Pop up HTML window		

Total number of pages: _____

3. Site and Domain Names / Logo

Site Name for logo: _____

Do you currently have a graphic logo?	<input type="checkbox"/> yes	<input type="checkbox"/> no
Do you have an idea for a graphic logo?	<input type="checkbox"/> yes	<input type="checkbox"/> no
Do you have a textual logo?	<input type="checkbox"/> yes	<input type="checkbox"/> no
Do you have an idea for a textual logo?	<input type="checkbox"/> yes	<input type="checkbox"/> no

(Please note that logo design is outside the normal parameters of a standard Web design contract and may incur additional charges.)

Do you already have a registered domain name?

If yes, please list it:

If not, or if the name you want is taken, do you have some ideas of what you would like? If so, please list them. If not, I will help you come up with an available name.

Each and every page should include at the top of the page your company's name and / or logo.

___ Typeface preference _____

___ Preferred colors in logo palette:

___ A graphically drawn logo

___ A representative photo or photo of product

___ Any other elements would you like to use?

NOTE: We will help you choose a photo from royalty free stock footage and help you with copyright questions. Please note that most photos, drawings, paintings, clipart, maps, etc. are protected under copyright laws and needed to be licensed or a royalty free image will need to be purchased for commercial usage. This will lead to additional fees to third part vendor, since debbiesweb.com does not provide these services. We can, however, assist you in finding a vendor).

5. Color, Textures, and Color Effects

I recommend sticking with a four color palette for your Web site to keep a consistent look, generally altering hue, saturation, lighting, texture, shadows, etc. on two of those colors to create a full palette. I recommending that one of those colors be 'black'. A second 'color' may be white.

Note that because all visitors view your site with different quality video cards and monitors, not to mention different platforms (such as PC, Mac, WebTV, AOL, Linux), your Web site colors will look different from monitor to monitor. Certain colors (such as burgundy) will change drastically (burgundy will turn to purple, brown or red depending on how it is mixed) on certain monitors.

Also, contrast is an important consideration when choosing colors. I always test your choices in grayscale to make sure that whatever color you choose for the text stands out from the background enough to be readable.

Please choose your color preferences:

1.	2.
3.	4.
Additional color accents I would like:	

6. Navigation style

All Web pages need consistent navigation on every page. There should be either a menu on the top or left hand side. We can also be creative and put one on the right side instead. Finally, the bottom of every page should have a text navigation, as well as a link to the homepage. (I will generally make your logo a link to the homepage, as is customary on a Web site).

I would like the navigation to be located:

Top	
Right hand side	
Left hand side	

These navigation links are directly derived from the chart we created of your site's layout. Do you any navigation options besides standard graphics and text buttons? Please choose below:

1. Rollover buttons (requires JavaScript)	
2. Drop down menu (requires JavaScript)	
3. Image map (requires a master graphic large enough to be sliced)	
4. Other ideas for navigation:	

7. Other Page Options

These are various elements you need to think about putting in your pages.

- Preferred fonts / font size. I recommend that you keep as consistent as possible throughout your pages with fonts (as with all things). Keep in mind that small fonts are more legible using Sans Serif fonts, while larger fonts are more legible using Serif font faces.

For body text:	
For logo:	
For page titles:	

- Company registered trademarks, service marks, and copyright at bottom of page. Please provide original graphic. NOTE: Designs and graphics created by www.debbiesweb.com are copyright protected, and I generally put my copyright at the bottom of each page.

- E-mail links:

Main:	
Information:	
Others:	

- Frames: If you wish to have frames within your design, I can do that for you. However, many users do not like frames, and use “frame buster” options in their browsers, and therefore I do not recommend using them. Most professional Web sites of high caliber do not employ frames.

8. Graphics Images, Video, Sound and Copyright Issues

- Please be aware that just about all clipart, web art, photos, sounds, videos, etc. that you can find on the Web are legally protected by copyright and need to be licensed for commercial use. This generally incurs a fee on your behalf, and it also takes time to review and choose the appropriate items for your site.
- Depending on your budget, I can recommend some stock photo sites that you can check for these items. I can also help you search for appropriate photos, but I will need to bill you my hourly rate for research.
- It is your responsibility to make sure that you have properly gotten permission and/or licensing for each of these items. I will be happy to answer any of your questions regarding copyright protection and graphic, sound, video and stock photo licensing.
- Note that any photos you supply either original to be scanned or on disk, do have certain rules applied to them as well. For example, if you have any photos of people, you need to get the express written approval by those individuals to use their photo. Also you cannot outright take a photo of a known product (such as the Wall Street Journal, an American Express card, etc.) without their permission.

9. Advanced Options

Here are some additional options, that may be covered in your contract, depending on which options you choose:

CGI/Perl (please note that your hosting package must support use of Perl):	
• Forms	
• Guestbook	
• Online Chat	
• Message Board	
Java Scripting:	
• Pop up windows (i.e., for newsletter, PDF documents, etc.)	
• Dynamic Images (other than those already mentioned)	
• Cookies	
• E-Commerce	
• Other	

10. Browser Testing

Please select which browsers you know or suspect your users will or will definitely not be using, so that I may design and test accordingly:

AOL, versions?	
Internet Explorer, versions?	
Netscape, versions?	

11. Search Engine Submission

After completion, approval and your final payment, I will submit your site to search engines for advertising. At the time, I will review with you specifications as to which are the most commonly used search engines and what their submission rates are. (Unfortunately, at this time, most of the popular engines are charging for submission, some without guarantee that you will be listed, due to high user volume).

Please submit to me a list in order of importance, the following information, which is necessary to complete this task:

- A list of keywords that describe your site. According to research done by www.webmonkey.com, a well-respected industry resource, most search engines ignore lists longer than 1024 characters, including blank spaces. (Just as an example, Item #8 is 1024 characters, and 220 words long).
- A description of your company. This should be a short, concise, descriptive line of what you want people to know about your company.

12. Timeline

Please provide me with required timing the following elements:

Item to be submitted / completed:	Submitted by:	Due date:
<ul style="list-style-type: none"> Completion / signing of contract, submission of 50% contract payment to begin site work <p>(NOTE: all pricing is valid for only up to 6 months after contract is signed)</p>	Client	
<ul style="list-style-type: none"> Completion / signing of Web design Worksheet 	Client and Designer	
<ul style="list-style-type: none"> Designs to client for approval 	Designer	
<ul style="list-style-type: none"> Comments/changes on designs 	Client	
<ul style="list-style-type: none"> Edits based on comments 	Designer	
<ul style="list-style-type: none"> Approval of site designs: 	Client	
<ul style="list-style-type: none"> Main portion of Web site Content (includes the majority of text, graphics, original artwork/photos, sounds, etc.) 	Client	
<ul style="list-style-type: none"> Completion of page creation 	Designer	
<ul style="list-style-type: none"> Final submission of all Web Site content 	Client	
<ul style="list-style-type: none"> Completion of all content / proofreading 	Designer	
<ul style="list-style-type: none"> Completion of proofreading / final edits submitted 	Client	
<ul style="list-style-type: none"> Completion of final edits 	Designer	
<ul style="list-style-type: none"> Final target launch date 	N/A	
<ul style="list-style-type: none"> Payment of balance due on contract 	Client	
<ul style="list-style-type: none"> Submission of keyword list and description 	Client	
<ul style="list-style-type: none"> Submission of Web site to search engines 	Designer	
<ul style="list-style-type: none"> Subsequent minor updates to Web site as outlined in contract (expires 6 months after launch) 	N/A	
<ul style="list-style-type: none"> Additional maintenance contract valid through: 	N/A	

13. Agreement of Design Worksheet

On behalf of my company, I authorize that this worksheet is valid and binding, given the terms of the initial signed contract, and authorize Debbie Matthews and www.debbiesweb.com to design my Web site based on the parameters laid out herein.

Client Signature _____

Vendor Signature _____

Date _____