

# Abreu Designs Web and Graphic Client Contract

Company Name \_\_\_\_\_

Client Name \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Country \_\_\_\_\_

Email Address \_\_\_\_\_

Present Website Address (if any) \_\_\_\_\_

Present Website Hosting Provider (if any) \_\_\_\_\_

User Name (if any) \_\_\_\_\_ Password (if any) \_\_\_\_\_

**My desire is to delight the client. One-way is to make clear our understandings and expectations with one another. These are the terms of our agreement together.**

## **1) Authorization**

The above named client is engaging Jorel Abreu, a sole proprietor, working under the name of Abreu Designs, as an independent contractor, for the specific purpose of developing and/or improving his/her Website. Once the website is completed and all payments have been received, the website will be uploaded and installed at the client's hosting company of choice. The Client hereby authorizes Abreu Designs to access this account and authorizes the

Hosting Provider to provide Abreu Designs with "write permission" for the Client's web page directory and any other directories or programs, which need to be accessed for this project.

## **2) Hosting Provider**

The Client may secure a Hosting Provider independently, and is encouraged to do so as a way to help control Client costs. If however, the Client does not wish to do so, or is not an advanced user of the Internet, Abreu Designs will be more than happy to secure a Hosting Provider on the Client's behalf for a nominal fee.

## **3) Domain Registration**

The Client may secure a Domain Name (www.myname.com) independently and is encouraged to do so as a way to help control Client costs. If however, the Client does not wish to do so, or is not an advanced user of the Internet, Abreu Designs will be more than happy to secure a Domain Name on the Client's behalf for a nominal fee. If the Client already has a Domain Name, Abreu Designs will coordinate redirecting the address to the new hosting account.

## **4) Project Schedule**

Abreu Designs and the Client must work together to complete the project in a timely manner. Much of this depends on receiving the appropriate images and text from the Client. Abreu Designs agrees to work diligently to complete these projects in a professional and timely fashion.

## **5) Cross Browser Compatibility & Validation**

Client's website will be built using HTML, CSS, & ASP.NET, cleanly coded and documented,

and will display correctly and identical in all modern browsers. This includes, but is not limited to, Internet Explorer (version 7, 8), Firefox, Safari, Google Chrome & Opera. Steps will be taken to ensure that it displays correctly in Internet Explorer 6, or if its functionality cannot be fully duplicated, the site will degrade gracefully. Also, all efforts will be taken to ensure that the Client's website passes the WC3's (World Wide Web Consortium) standards for HTML and CSS coding. Understand however, that fully validating code is not always a possibility depending upon the types of elements that the Client wishes to place on his/her website. Abreu Designs will always make an informed recommendation – but in the end, the final decision lies in the hand of the Client.

#### **6) Assignment of Web Design Project**

Abreu Designs reserves the right, and you hereby agree, to assign subcontractors to this Web Design Project to insure that the terms of this agreement are met as well as on-time completion.

#### **7) Maintenance Agreements**

Maintenance Agreements are negotiated on a Client-by-Client basis, as each Client will have different needs. Abreu Designs offers two kinds of maintenance agreements. One: the Client pays a fixed monthly rate for such things as changing price to an item, adding additional inventory, making moderate graphic changes, and coordinating delivery of the web site with the Hosting Provider. Two: the Client pays on an 'as needed' hourly basis.

#### **8) Design Credit**

The client agrees that the web site created for the Client may be included in Abreu Designs website and will be posted on the portfolio page.

## **9) Website Design Process & Work Flow**

Once the initial deposit is received, Abreu Designs will begin to build the Client's website. The initial design concepts will be based on the information you've provided in the "Website Creation Worksheet". This is where good communication between the Client and the Abreu Designs pays off. At this stage in the design process, it is crucial that the client fully expresses their needs and wants in regards to the look, sound, & feel of his/her intended website and the message that they would like to convey to their clients. The more information, examples, and direction you give, the better I will be able to respond and fully replicate the look you are after.

Furthermore, it is extremely helpful if emails, phone calls, paper work, etc., are responded to and/or returned as soon as possible (from both parties) – this goes a long way in ensuring that the Client's website gets completed in a timely fashion. Upon completion of this stage, the Client will be asked to approve the basic website design via email or by signing a printed copy of the design. At which time, the second installment of payment is due. Once the Client is satisfied and approves the basic layout and design, templates will be built from the original layout, and content added. Content is to be supplied by the Client. The Client will be charged for any stock photos purchased for use in the site (stock photos will only purchased with Client's permission).

The Client will continually be updated regularly during the entirety of the web design project. I urge each Client I work with to stay actively involved in the web design process. Doing so will help ensure that the end resulting website will be something that we can "both" be proud of. When both parties are completely happy with the finished product the remaining and final payment is due. At which time the completed website files will be uploaded to the Client's

preferred hosting provider and become live on the Internet. Please note, that the website will not be released to the Client and/or uploaded to the Client's web hosting service provider until the final payment has been received.

#### **10) Client Amends**

I pride myself in providing excellent customer service. That is the spirit of our agreement and the spirit in which I chose to do business. Because of this, I encourage input from the Client during the design process. I urge Clients to feel free to express any changes or edits that they feel are necessary to better the design of their website. This is freely done during the initial design process,

Before the Client has signed off on his/her chosen design layout. However, any major or significant changes requested after that time period, will carry along with them a renegotiated fee. I understand and encourage you as the "Client" to voice your opinion and request to make any and all changes that you feel is in the best interest of your website. However, "you" as the Client, must also understand that in doing so, this may mean a considerable amount of work for me to make any major changes to the layout and design of your website after the fact. With that said, please understand that I am more than happy to make any changes you see fit at whatever time in the designing process; just understand that you may be charged for these changes, depending on the scale and time that you chose to make them.

To recap, please note that our agreement does not include a provision for "significant page modification" after the Client has signed off on his/her chosen design layout. Some examples of significant page modification at the request of the Client include: developing a new 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 Client's request, or 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 will include the extra time needed for such detail. Please note however, that I have yet to find someone that is more intricate than myself. Moderate changes, however, will always be covered during the development of the site and also covered by three months of free maintenance and minor edits.

### **11) Standard Website Package Pricing**

A "page" is defined as a single .html or.aspx document. Pop-up windows used to display pictures do not count towards page totals. Once a website package/size has been chosen, price agreed upon, and the "Website Design Contract" signed by both parties, any additional web pages added will be billed at a rate of \$85 per page and added towards the total cost of the web design project.

1 – 5 pages- \$699

5 – 10 pages - \$999

11 – 15 pages - \$1,499

15 – 20 pages -\$1,999

20 – 25 pages -\$2,499

25 – 30 pages -\$3,999

## **12) Standard Website Package Includes**

Web Site Design includes the design and development of chosen website package/size, built using HTML, CSS.Content Management System (CMS) which gives you (the Client) the ability to safely and easily edit the content on his/her website (text and images) from the comfort and familiarity of a simple text editor. Implementation of this system must be decided upon in the early stages of the design process. The decision to implement is completely up to the Client.

- **E-mail/Phone Consultation** (all that is needed to get client up to speed)
- **Formatting /Integrating Words of Text** (supplied by the client via email or snail-mail)
- **Links To External/Internal Pages** (unlimited amount – within reason)
- **Formatting /Integrating Logo** (Logo to be supplied by client)
- **Formatting /Integrating Photos & Images** (supplied by client)
- **Feedback/Contact Form**
- **Email Set-up**
- **Map**
- **Installation** of finished Website with the client's web hosting service provider of choice.
- **Minor Updates & Changes** to existing web pages for three months post completion.(This does not include replacing nearly all the text from a page with new text, major page reconstruction, new pages, navigation structure changes, etc.). Additional changes/updates past the three-month period are billed at an hourly rate.

### **13) Elements Not Included in a Standard Website Package**

The following elements and/or programming/coding languages are not included in a Standard Website Package, and therefore, are subject to their own pricing, depending upon the type, difficulty, and time needed to carry out. As such, each of the following elements listed below will need to be quoted separately, and on a case-by-case basis.

- **Logo Design**
- **Flash**
- **Audio/Video**
- **E-commerce**
- **Merchant Account**
- **Databases**

### **14) Payment Schedule/Fees**

Fees to Abreu Designs are due and payable on the following schedule: The initial payment of 33% of the total cost is due upon signing this contract and will signal the commencement of work on the Client's website. The second payment of 33% of the total cost is due upon Clients approval of his/her basic website layout and design. The final and remaining payment of 34% of the total cost is due upon the completion of the website. Please note, that the website will not be released to the Client and/or uploaded to the Client's web hosting service provider until the final payment has been received.

Payment shall be in cash or check, in U.S. dollars, and made payable to Jorel Abreu. Per our agreed upon price, the total cost of the Web Design & Development project is in the amount of \$\_\_\_\_\_. The initial non-refundable 33% deposit is in the amount of \$\_\_\_\_\_.

second installment of 33%, due upon Client's approval of his/her basic website design, is in the amount of \$\_\_\_\_\_. Once the Website is completed to our agreed upon specifications, the final & remaining 34% amount due will be \$\_\_\_\_\_.

### **15) Legal Stuff**

Abreu Designs does not warrant that the functions contained in these web pages or the Internet website will meet the client's requirements or that the operation of the web pages will be uninterrupted or error-free. The entire risk as to the quality and performance of the Web Design Project is with the Client. In no event will Jorel Abreu, business name he works under, Abreu Designs, or his subcontractors, be liable to the Client or any third party for any damages, including, but not limited to, service interruptions caused by Acts of God, the Hosting Service or any other circumstances beyond our reasonable control, any lost profits, lost savings or other incidental, consequential, punitive, or special damages arising out of the operation of or inability to operate this Web Design Project, failure of any service provider, of any telecommunications carrier, of the internet backbone, of any internet servers, your or your site visitor's computer or internet software, even if Abreu Designs has been advised of the possibility of such damages.

### **16) Copyrights and Trademarks**

The Client unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Abreu Designs for inclusion in the Web Design Project 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, indemnify, and defend Abreu Designs and its subcontractors from any liability (including attorney's fees and court costs), including any claim or suit, threatened or actual, arising from the use of such elements

furnished by the Client.

### **17) Arbitration**

Any disputes in excess of \$1,000 (or the maximum limit for small claims court) arising out of this Agreement shall be submitted to binding arbitration before the Joint Ethics Committee or a mutually agreed upon Arbitrator suitor pursuant to the rules of the American Arbitration Association. The Arbitrator's award shall be final, and 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 Abreu Designs.

### **18) Cancellation Policy**

In the event that work is postponed or canceled at the request of the Client, Abreu Designs retains the right to keep the initial, non-refundable, 33% deposit. In the event this amount is not sufficient to cover Abreu Designs for time and expense already invested in the project, additional payment will be due. If canceled by Abreu Designs, I agree to refund any payments you might have paid for work or services left incomplete.

### **19) Change Policy**

The client shall be responsible for making additional payments for changes in original assignment requested by client. However, no additional payments shall be made for changes required to conform to the original assignment description. Client input during the design process is critical. The developer understands, however, that client may unknowingly request significant changes. Please note that this agreement does not include a provision for "specific page modifications" or creation of additional pages in excess of our agreed maximum. If significant page modification is requested after a page has been built to the client

specification, it must be counted as an additional page. Some example of significant page modifications may include, but are not limited to:

- Developing a new table or layer structure to accommodate a substantial redesign
- Replacing more that fifty percent of the text or images in any given page
- Creating a new navigation structure or changing link graphics

**20) Sole Agreement**

The agreement contained in this "Website Design Contract" constitutes the sole agreement between Abreu Designs and the Client regarding this Web Design Project. Any additional work not specified in this contract or any other amendment or modification to this contract must be authorized by a written change order and signed by both Client and Abreu Designs. All prices specified in this contract will be honored for six months after both parties sign this contract. Continued services after that time will require a new agreement.

This agreement is set forth, and becomes legally binding once both parties have signed and dated below. The undersigned hereby agree to the terms, conditions, and stipulations of this agreement on behalf of his or her organization or business. Thank you for choosing Abreu Designs, and I look forward to working with you!

**On behalf of the Client**

Signature \_\_\_\_\_ Date \_\_\_\_\_

**On behalf of Abreu Designs**

Signature \_\_\_\_\_ Date \_\_\_\_\_

## Contract for Web Design Maintenance Services

This agreement is between \_\_\_\_('Client') and Abreu Designs ('Provider'), a New York Company.

### SERVICES

Client' is contracting 'Provider' for the purpose of web design maintenance. Web design maintenance does not include new web page or template design, custom script design or hosting. These items would need to be quoted on an individual basis by the 'Provider' UNLESS previously agreed to in writing between 'Client' and 'Provider'.

Please read contract in its entirety. Be sure to initial each page, and sign and date where indicated. Once completely filled out, please fax, scan or mail ALL pages with one of the options above.

### PAYMENTS

Place an X next to your Monthly Web Design Maintenance Choice Below

_____ Standard Package	Hourly Monthly Web Maintenance	\$75.00/hour
_____ Bronze Package	Up to 5 hours of Monthly Web Maintenance	\$250.00/month (\$50.00/hour)
_____ Silver Package	Up to 10 hours of Monthly Web Maintenance	\$400.00/month (\$40.00/hour)
_____ Gold Package	Up to 20 hours of Monthly Web Maintenance	\$600.00/month (\$30.00/hour)
_____ Diamond Package	Up to 50 hours of Monthly Web Maintenance	\$1,250.00/month (\$25.00/hour)

Additional time spent will be billed at the rate per hour shown above plus \$5.00. Time not used during billing period is non-transferable. Time log provided on billing date showing time spent on website maintenance. All payments will be due in advance. Each billed month will last for a period of 30 days. Upon completion of 30 days, 'Provider' will bill 'Client' for next month's maintenance.

### **COPYRIGHT AND TRADEMARKS**

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

'Provider' guarantees that any text, graphics, photos, designs, trademarks or other artwork has received the proper rights and/or licenses to be used on the web site. Use of 3rd party graphical element may require a statement at the bottom of the web page acknowledging the source of the graphical element. Both 'Client' and 'Provider' that such statement shall remain on the web site so long as the graphical element remains agree it. Under no circumstances shall these elements be used in any other media or marketing outside the web site, unless 'Client' receives direct authorization from the 3rd party.

Copyright to the finished 'Provider' owns assembled work of web site produced and designed by 'Provider'. This ownership is to include rights to the design, any photos or graphics supplied by 'Provider', source code, and computer programs specifically designed for this web

site. Upon full payment of this contract, the 'Client' is assigned copyright to use as a web site the design, graphics, and text contained in the finished assembled web site.

All graphics, photos and text provided by 'Provider' are property of 'Provider' and may not be used in any media outside the web site without permission or transfer of rights specified in writing between 'Provider' and 'Client'. Web Site files may be given to 'Client' on disk or other electronic media. Possession of this disk by 'Client' does not constitute ownership of all file contents by 'Client'.

Client Initials \_\_\_\_\_

#### **LIABILITY**

In the event that 'Client' or other agent acting on the behalf of the 'Client' accesses files and disrupts the layout or functionality of the web site, 'Provider' can work to get the web site back up and running at the regular hourly rate.

Under no circumstances, including negligence, shall 'Provider', or any other company involved in the creation, production or distribution of the web site, be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the 'Provider's' services; or that results from mistakes, omissions, interruptions, deletion or loss of files or data, errors, defects, delays in operation, or of performance, whether or not limited to acts of nature, communication failure, theft, destruction or unauthorized access to 'Provider's' records, programs or services.

## **LAWS AFFECTING ELECTRONIC COMMERCE**

The 'Client' agrees that the 'Client' is solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend 'Provider' and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the 'Client's' use of Internet electronic commerce.

## **INTERNET ETIQUETTE**

'Provider' is a developer of ethical web sites. As such, 'Provider' will not design, promote, or attach links to any site that includes adult content, nudity, obscene language or that encourages or promotes intolerance or discrimination of or towards people or peoples of any race, color, sex, creed or religion. Nor will 'Provider' design, promote or attach links to any site that advocates, encourages or practices the exploitation of any group or groups in society including and in particular children, the elderly or the disadvantaged.

## **CONFIDENTIALITY**

'Provider' may, during the course of providing services hereunder or in relation to this contract have access to, and acquire knowledge regarding materials, data, systems, and other information of or with respect to 'Client' which may not be accessible or known to the general public. Any knowledge acquired by 'Provider' from such materials shall not be used, published or divulged by 'Provider' to any person, firm or outside source without the express written consent of 'Client'.

## **CANCELLATION**

This contract will be valid for a term of one (1) year from date of signature or until such time as 'Client' sends written notice of cancellation to 'Provider'. Either party may cancel this contract in writing at any time.

For cancellation of design services at no fault of 'Provider', payment in full is required. Rejection fees will be 50% of total web design fees. Reasonable efforts by 'Provider' to satisfy 'Client' will be made; however, work already performed must be compensated for.

## **ENTIRE UNDERSTANDING**

This contract constitutes the sole agreement between the 'Provider' and 'Client' regarding its web design maintenance service. This agreement shall be governed and construed in accordance with the laws of the State of Minnesota.

I, (print name), assert that I have the authority to make decisions concerning this website, and that I have the authority to promise payment to Abreu Designs Web Design for services rendered. I assert that I have read the Abreu Designs Web Maintenance and Design Contract and understand the contents therein.

By signing this contract, 'Client' agrees to pay the entire price of design as indicated in the right column of package description at the top of this agreement. The first payment is due upon 'Client' signature of this agreement. 'Client' monthly billing will begin 30 days after receipt of signed contract and payment of first month's billing.

ClientName: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Provider Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Client Initials \_\_\_\_\_

**Complete the Following Contact and Billing Information**

Company Information: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Current Email Address: \_\_\_\_\_

Alt. Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Alt. Phone Number: Fax: \_\_\_\_\_

Alternate Contacts: \_\_\_\_\_

Website Information: \_\_\_\_\_

Website URL: \_\_\_\_\_

Host Name: \_\_\_\_\_

FTP Username: \_\_\_\_\_

FTP Password: \_\_\_\_\_

Client Initials \_\_\_\_\_



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