## fblogo

## Website Design Contract

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

Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company/Client \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State \_\_\_\_\_\_\_\_\_\_\_\_ ZIP \_\_\_\_\_\_\_\_Country \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Present WWW URL (if any):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Username \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Password \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Details of Website**

|  |  |
| --- | --- |
| Domain Name (www.example.com) |  |
| Email Id  1.[info@example.com](mailto:info@example.com)  2. [sales@example.com](mailto:2.%20sales@example.com) | 1.  2. |
| Company Logo (Yes/No)  If no logo charge will be extra Rs.850/- |  |
| Social Block (www.facebook.com/example)  Facebook Linkage |  |
| Main Page Slider Image (Yes/No)  If yes attach the images. |  |
| Google Map Location (latitude & longitude) |  |
| Maximum Page Limit Seven Pages  Fill the Name of pages | 1. Home 2. . 3. . 4. . 5. . 6. . 7. Contact Us |
| Page 1 (Home Page Content) |  |
| Page 2 (Fill page 2 content) |  |
| Page 3 (Fill page 2 content) |  |
| Page 4 (Fill page 2 content) |  |
| Page 5 (Fill page 2 content) |  |
| Page 6 (Fill page 2 content) |  |
| Contact Us |  |

**Agreement of Special offer plan**

Our desire is to delight the client. One way is to make clear our understandings with each other. These are the terms of our agreement together:

**1. Authorization.** The above-named client is engaging Guj Infotech Web Design, , located at, 20,Akashar Complex,Near Anand Chokadi,Borsad-388540 ,Anand ,Gujarat ,India as an independent contractor for the specific project of developing and/or improving a World Wide. The client also authorizes Guj Infotech to register a domain name (if required), and to publicize their completed website to Web search engines.

**2. Standard Website Package Elements.** Guj Infotech Web Design includes the following elements in their Standard Website Package of Plan 199 :

* **E-mail/phone consultation** - Up to 2 hours. Additional consultation is at the client’s expense. Incoming / Outgoing Cell phone charges will then apply.
* **Words of text** supplied by the client, approximately 200 words per page maximum if not supplied either on disk or in electronic format. Text of more than 1,200 words may be subject to additional fees, especially if they require a great deal of formatting.
* **Custom Graphics Package**. Overall graphic design displayed throughout the website, including main graphic on first page (custom graphic incorporating company logo). The layout / flow of the website, links etc.
* **Photos and other misc. graphic images** supplied by client (up to an average of 2 per page. Color originals larger than 5" x 8" are extra).
* **Installation** of web pages on the client's or Galloping Winds Web Design web hosting service.
* **Minor updates and changes** to existing web pages for six months, subject to the limits outlined below. Additional changes billed at hourly rate. (12 months if hosted with Galloping Winds Web Design for a current rate of $18.95/month\* subject to change)
* **Initial Site publicity** to major Web search engines; Alta Vista, InfoSeek, Web Crawler, Lycos, Hot Bot, Excite and Northern Light as long as submissions are still offered for free at the time. Galloping Winds Web Design will notify the Client if charges apply.
* **E-mail response link** on each web page to any e-mail address the client designates.

**3. Standard Website Packages.** The content of the web pages will be supplied by the client and executed as specified by the Client. This website includes a Home page Yes/No - $ 50.00, \_\_\_\_\_\_ Form pages each and \_\_\_\_\_\_\_\_\_\_\_ Standard web pages - $ 30.00 each. In case the client desires additional standard web pages beyond the original number of pages specified above, the client agrees to pay Galloping Winds Web Design an additional $ 30.00 for each additional web page. Graphics or photos beyond the allowed average of 2 per web page shall be billed at an additional $ 5.00 each. Where custom graphic work (beyond the scope of the "Custom Graphics Package" detailed above) is requested, it will be billed at the hourly rate specified below.

**4. Maintenance and Hourly Rate.** This agreement includes minor web page maintenance to regular web pages over a six-month period, including updating links and making minor changes to a sentence or paragraph. It does not include removing nearly all the text from a page and replacing it with new text. If the client or an agent other than Galloping Winds Web Design attempts updating the 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. The six-month maintenance period commences upon the date the client signs this contract.

Changes requested by the client beyond those limits will be billed at the hourly rate of $30.00. This rate shall also govern additional work authorized beyond the maximums specified above for such services as general Internet orientation education, web page design, editing, and art, photo, graphics services, and helping clients learn how to use their own web page editor. CGI, PHP, ASP, MYSQL & Flash programming charges (if any) are not included in this rate.

**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 additional, 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 Galloping Winds Web Design full access to the website.

The client may host with Galloping Winds Web Design at a current rate of $18.95. (subject to change) Doing so gives the client up to 6 months of minor web page maintenance to regular web pages. (changes also not to exceed 1 hours work per month).

**7. Completion Date.** Galloping Winds Web Design and the client must work together to complete the website in a timely manner. We agree to work expeditiously to complete the website no later than \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

If the client does not supply Galloping Winds Web Design complete text and graphics content all webpages contracted for within six weeks of the date this contract was signed, the entire amount of the contract becomes due and payable. If the client has not submitted complete text and graphics content within two months after signing of this contract, an additional continuation fee of 10% of the total contract price will also be assessed each month until the website is advertised.

**8. Payment of Fees.** Fees to Galloping Winds Web Design are due and payable on the following schedule: $100.00 upon signing this contract, balance 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 on diskette or attached to an e-mail message. Advertising the pages to Web search engines and updating occur only after the final payment is made. All payments will be made in US funds.

**9. Assignment of Project.** Galloping Winds Web Design reserves the right to assign subcontractors to this project to insure the right fit for the job as well as on-time completion.

**10. Legal.** Galloping Winds Web Design 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 pages and website is with client. In no event will Galloping Winds Web Design be liable to the client or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate these web pages or website, even if Galloping Winds 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.

**11. Copyrights and Trademarks.** The client represents to Galloping Winds Web Design and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Galloping Winds Web Design 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 Galloping Winds Web Design and its subcontractors from any claim or suit arising from the use of such elements furnished by the client.

**12. Laws Affecting Electronic Commerce**. From time to time governments enact laws and levy taxes and tariffs affecting Internet 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 Galloping Winds Web Design and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the client's exercise of Internet electronic commerce.

**13. Copyright to Web pages.** Copyright to the finished assembled work of web pages produced by Galloping Winds Web Design is owned by Galloping Winds Web Design. 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, source code, work-up files, and computer programs are specifically not transferred to the client, and remain the property of their respective owners. Galloping Winds Web Design and its subcontractors retain the right to display graphics and other Web design elements as examples of their work in their respective portfolios.

**14. Payment of fees.** In order for Galloping Winds Web Design to remain in business, payments must be made promptly. Delinquent bills will be assessed a $ 10.00 charge if payment is not received within 10 days of the due date. If an amount remains delinquent 30 days after its due date, an additional 5% penalty will be added for each month of delinquency. Galloping Winds Web Design 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. This agreement becomes effective only when signed by Galloping Winds Web Design. Regardless of the place of signing of this agreement, the client agrees that for purposes of venue, this contract was entered into in Cedar County, Iowa, and any dispute will be litigated or arbitrated in Cedar County, Iowa. Please pay on time.

**15. Sole Agreement.** The agreement contained in this "Website Design Contract" constitutes the sole agreement between Galloping Winds Web Design and the client regarding this website. 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 twelve (12) months after both parties sign this contract. Continued services after that time will require a new agreement.

**16. Initial Payment and Refund Policy.**

The total amount of this contract is $\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This agreement begins with an initial payment of $ 100.00. If the client halts work and applies by registered letter for a refund within 30 days, to the Director of Galloping Winds Web Design, 196 Pine Avenue, Clarence IA 52216, phone (315) 361-5020, work completed shall be billed at the hourly rate stated above, and deducted from the initial payment, the balance of which shall be returned to the client. If, at the time of the request for refund, work has been completed beyond the amount covered by the initial payment, the 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 is made within 30 days of 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 Guj Infotech (authorized signature)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_