

No Limits Gallery
Web Site Design Agreement

AGREEMENT as of the ____ day of _____, 20 ____,
between _____ (hereinafter referred to as the “Client”),
located at _____
and _____ (hereinafter referred to as the “Designer”),
located at _____
with respect to the creation and licensing of a Web site (hereinafter referred to as the “Web site”).

WHEREAS, Designer is a professional Designer with experience in the design of Web sites; and
WHEREAS, the Client wishes to develop a Web site in furtherance of the Client’s activities; and
WHEREAS, Designer wishes to create such a Web site for Client;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter set forth and other valuable considerations, the parties hereto agree as follows:

A. Scope and Order of Work; Schedule of Payments Due

With respect to the Web site Design project, the Client and the Designer agree to perform the following activities in accordance with the timelines stated in the Project Description (attached). For purposes of this agreement, the term “day” refers to one business day.

1. Summary: Scope and Order of Work

- Phase One** Flow chart, theme, site map
- Phase Two** Sample home page
- Phase Three** Page-layout storyboard
- Phase Four** Conversion of storyboard to HTML format
- Phase Five** Website title, description, keywords; posting to ISP; instruction for maintaining and updating the Web site

2. Schedule of Payments Due

1st payment (10% of total)	Due within five (5) days of estimated price quote
2nd payment (10%)	Due within five (5) days of site map agreement
3rd payment (30%)	Due within five (5) days of sample home page agreement
4th payment (40%)	Due within five (5) days of page-layout storyboard agreement
5th /final payment (10%)	Due after HTML agreement

- B. Grant of Rights.** Upon receipt of full payment, Designer shall grant to the Client exclusive rights to world usage of the Web site. The Client shall be the owner of the Web site but shall Client shall have the right to use assets supplied by the Designer for this Web site only. The HTML files, images files, animations, JAVA scripts, CGI programs, and other related assets supplied by the Designer may not be used by the Client apart from their use on the Web site. The Designer retains the right to make portfolio use of the Web site or parts thereof after the Web site is placed on Client's Web server. All other rights not expressly granted shall be reserved to the Designer.
- C. Advanced Instruction for Web site Maintenance.** If the Client requests additional, advanced instruction in the software used for updating and maintaining the Web site, the Designer will provide this service at the rate of \$100.00 per hour of instruction. This rate of compensation for instruction in Web site maintenance shall be in effect for six (6) months after the date of this Agreement.
- D. Expenses.** Client agrees to reimburse the Designer for all expenses of production as well as related expenses including, but not limited to, illustration, photography, travel, messengers, telephone and unreturned electronic storage media. These expenses shall be marked up twenty percent (20%) by the Designer when billed to the Client to cover overhead and carrying expenses.
- E. Extensions of Timelines.** Extensions of the stated timelines shall be requested in writing by the Client, on the form provided, at least twenty-four (24) hours in advance of the due date.
- A limit of two (2) extensions shall be granted during the term of this Agreement.
 - If a written request for an extension is not received within 24 hours of the due date, Client shall be charged an amount equal to the Designer's hourly rate of \$100.00 for each day that the timeline is not met.
- F. Payment.** Designer shall invoice Client as fees are due and Client shall pay within 30 days of receipt of each invoice. Overdue payments shall be subject to monthly charges of ten percent (10%) of the amount due.
- G. Revisions.** If the Client requests revisions in addition to those provided for in the *Scope of Work* and which are not due to any fault on the part of the Designer, additional compensation shall be paid to the Designer at the rate of \$100.00 per hour.
- H. Copyright Notice.** Copyright notice for the Web site shall appear in the name of the Client, unless specified to the contrary. Other copyright notices, such as those for photography, illustration, and music, shall be included as required in the relevant releases.
- I. Authorship Credit.** Authorship credit in the name of the Designer shall appear on the Web site at the bottom of the index/home page, along with the Designer's e-mail address. If the Client alters the Web site design, the Designer shall have the right to have Designer's name removed from the Web site.
- J. Cancellation.** If the Client cancels the Web site project, the Client shall pay all expenses incurred by the Designer, as well as fees based on the degree of completion of the Web site.
- K. Client Responsibilities and Confidentiality.** Any and all assets that Client is to supply for the Web site shall be delivered to the Designer in electronic format (delivered on removable storage media or transmitted via the Internet), and such supplied assets shall be in final form

and ready for Web site use. Client shall proofread and edit such assets prior to delivery to Designer, and any additional work due to corrections of such assets, file conversions, or scanning of text or images shall be billed additionally at the fee of \$100.00 per hour. The Designer agrees that any asset supplied by Client, whether for the Web site or in relation to the business purposes for its development, shall be treated as confidential and neither disclosed to third parties nor used in any way other than for the development of the Web site. At the completion of work, the Designer shall return to Client the assets supplied by Client.

L. Releases. The Client warrants that it has the right to enter into this Agreement and that Client owns or has obtained appropriate Web site usage rights for any assets supplied by the Client to the Designer. The Client shall indemnify and hold harmless the Designer and its subcontractors against any and all claims, lawsuits, costs, and expenses, including reasonable attorney’s fees, arising in connection with the Web site. This indemnification shall extend to assets obtained by the Designer on the Client’s behalf if the Designer has secured either exclusive or nonexclusive world usage rights to the Web site.

M. Arbitration. All disputes shall be submitted to binding arbitration in Orange County, California, before 90 days following completion of the project and settled in accordance with the rules of the American Arbitration Association. Judgment upon the arbitration award may be entered in any court having jurisdiction thereof. Disputes in which the amount at issue is less than \$ 2,500 shall not be subject to this arbitration provision.

N. Miscellany. Neither this Agreement nor any rights or obligations hereunder shall be assigned by either of the parties, except that the Designer shall have the right to assign monies due hereunder. Both Client and any party on whose behalf Client has entered into this Agreement shall be bound by this Agreement and shall be jointly and severally liable for full performance hereunder, including but not limited to payments of monies due to the Designer. The terms and conditions of this Agreement shall be binding upon the parties, their heirs, successors, assigns, and personal representatives. This Agreement constitutes the entire understanding between the parties; its terms can be modified only by an instrument in writing signed by both parties. A waiver of a breach of any of this Agreement’s provisions shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof. The relationship between the Client and Designer shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first set forth above.

Designer	Client
<input style="width: 100%; height: 100%;" type="text"/>	<input style="width: 100%; height: 100%;" type="text"/>
Company Name	Company Name
<input style="width: 100%; height: 100%;" type="text"/>	<input style="width: 100%; height: 100%;" type="text"/>
Authorized Signatory, Title	Authorized Signatory, Title

Web Site Design Description: Phases One through Five (1-5)

Phase One: <u>Flow Chart</u>, <u>Theme</u>, <u>Site Map</u>	
Date Completed or Received	<u>Party Responsible:</u> Activity
1. a _____ b _____	<u>Designer/Client:</u> Website design flow chart a. Designer will provide the Client with a sample flow chart and basic instruction in website navigation. b. Client will submit a design flow chart for the prospective website.
2. b _____ c _____ d _____	<u>Designer:</u> Preliminary site-map navigation outline; Estimated price quote <u>Client:</u> Initial payment due (10%) a. Designer will review the flow chart and suggest any appropriate revisions. b. Within five (5) days of receipt of the flowchart, Designer will provide Client with a preliminary site-map navigation outline, with options for thematic concept and overall design. Date Due: c. Based on the preliminary outline, Designer will provide an estimated price quote for the website design project. d. Client will make a 10% initial non-refundable payment to the Designer within five (5) days of the estimated price quote. Date Due:
3. a _____ b _____ c _____ d _____ e _____ f-i _____ f-ii _____	<u>Designer/Client:</u> Site-map agreement <u>Client:</u> Second payment due (10%); Home page images and text due a. Client will have five (5) days to review the site-map outline and request any desired additions or deletions. Date Due: b. Designer will revise price quote as necessary, based on Client requests. c. Designer and Client will sign a dated copy of the agreed-upon site-map outline and any revisions to the price quote. d. Client will make a 10% non-refundable payment to the Designer within five (5) days of the site-map agreement. Date Due: e. Client will provide all images and body text for the home page. f. Designer will begin project phase two upon receipt of the following: i) first and second payments, ii) all home page images and body text.

Phase Two: <u>Sample Home Page</u>	
Date Completed or Received	<u>Party Responsible:</u> Activity
<p>1.</p> <p>b _____</p>	<p><u>Designer:</u> Sample home page</p> <p>a. Designer will review the Client’s home page images and text and suggest any appropriate revisions to the home page.</p> <p>b. Within five (5) days of receiving first/ second payments and home page images and text, Designer will provide Client with a sample home page, including alternative design options/ideas. Date Due:</p>
<p>2.</p> <p>a _____</p> <p>b _____</p> <p>c _____</p> <p>d _____</p>	<p><u>Designer/Client:</u> Sample home page agreement</p> <p><u>Client:</u> Third payment due (30%); All remaining images and text due</p> <p>a. Client will have five (5) days to review the sample home page and design options and to request any desired revisions. Date Due:</p> <p>b. Designer and Client will sign a dated copy of the final, agreed-upon sample home page.</p> <p>c. Client will make a 30% non-refundable payment to the Designer within five days of the sample home page agreement. Date Due:</p> <p>d. Client will have thirty (30) days from the sample home page agreement to provide Designer with all remaining images and text for the project. Date Due:</p> <p>e. Designer will begin phase three upon receipt of the following: i) third payment, ii) all remaining images and text for the project.</p>

Phase Three: <u>Page-Layout Storyboard</u>	
Date Completed or Received	<u>Party Responsible:</u> Activity
1. a. _____ b. _____	<u>Designer:</u> Page-layout storyboard a. Designer will provide Client with a page- layout storyboard according to the following schedule, based on the number of web pages: 1-10 pages (5 days), 11-30 pages (15 days), 31-60 pages (30 days). Date Due: _____ b. If storyboard exceeds 60 pages, the completion date will be: _____. b. Designer will include alternative design options/ideas. c. The storyboard will include one sample of pages with repetitive formatting i.e. catalog pages.
2. a. _____ b. _____ c. _____ d. _____	<u>Designer/Client:</u> Page-layout storyboard agreement <u>Client:</u> Fourth payment due (40%) a. Client will have two (2) opportunities to review the storyboard and request design/creative changes only. b. Any changes to either navigation or text must be signed off by both Designer and Client. c. Designer and Client will sign a dated copy of the final, agreed-upon storyboard. d. Client will make a 40% non-refundable payment to the Designer within five (5) days of the storyboard agreement. Date Due: _____ e. Designer will begin project phase four upon receipt of the fourth payment.

Phase Four: Conversion to <u>HTML</u>	
Date Completed or Received	<u>Party Responsible:</u> Activity
<p>1.</p> <p>b _____</p> <p>c _____</p> <p>d _____</p> <p>e _____</p>	<p><u>Designer:</u> Conversion to HTML; Posting to side site</p> <p><u>Client:</u> Final payment due (10%); HTML review</p> <p>a. Designer will convert entire page layout storyboard to HTML format.</p> <p>b. Designer will post the HTML version of the Web site on a side site for viewing by the Client. The estimated date of posting, based on the number and complexity of the web pages will be _____.</p> <p>c. Client will have 10 days to review the HTML version for errors due to the conversion process. Date Due:</p> <p>d. Client will sign a dated copy of the agreed-upon HTML version of the Web site.</p> <p>e. After approving the HTML version, Client will have <u>five (5) days</u> to make a 10% non-refundable payment to the Designer. Date Due:</p> <p>f. Designer will begin phase five upon receipt of the final payment.</p>

Project Phase Five: <u>Website Title, Description, and Keywords</u>; <u>Posting to ISP</u>; <u>Instruction for Website Updates and Maintenance</u>	
Date Completed or Received	<u>Party Responsible</u>: Activity
<p>1.</p> <p>a _____</p> <p>b _____</p> <p>d _____</p> <p>e _____</p>	<p><u>Client</u>: Web site title, description, keywords</p> <p><u>Designer</u>: Posting to ISP</p> <p><u>Designer/Client</u>: Instruction for Web site updates/maintenance</p> <p>a. Client will provide the Designer with a desired title and keywords for the Web site.</p> <p>b. Client will provide the Designer with a brief description of the website for submission to the various internet search engines.</p> <p>c. Designer will recommend any appropriate revisions to the website title, keywords or description.</p> <p>d. Designer will post the completed website to the Client's Internet Service Provider (ISP) within four (4) days of receipt of the website title, keywords and description.</p> <ul style="list-style-type: none"> ▪ If Client does not have a ColdFusion ISP at time of posting, the Designer will recommend a Macromedia ISP and domain name (example: www.nolimitsgallery.com) ▪ Client will sign the ISP service agreement and a monthly fee, based on the selected plan, will be added to _____. <p>e. Designer will provide the Client with basic instruction in software used to update and maintain the website.</p>