

# Kokopelli Krazy Web Design

## Web Site Design Contract

This Contract Agreement is made this \_\_\_\_\_ day  
of \_\_\_\_\_ (month), 20 \_\_\_\_ (year), between:

Company Name:

Client Name:

Having its principal place of business at:

Address:

City:

State:

Zip:

Phone:

Fax:

Email:

And Kokopelli Krazy Web Design having its principal place of business at:

515 Old Nelsonville Rd.

Boston, Kentucky, 40107

Email: [kokopellikrazy14@yahoo.com](mailto:kokopellikrazy14@yahoo.com)

My 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:

The above-named client is engaging Kokopelli Krazy Web Design (KKWD), a sole proprietor, as an independent contractor for the specific project of developing, designing/redesigning, improving and /or maintaining a World Wide website.

**Authorization of Web Hosting.** The website is to be installed on the client's web space on a web hosting service's computer. The client hereby authorizes the developer to access this account, and authorizes the web hosting service to provide the developer with "write permission" for the client's webpage directory, cgi-bin directory, and any other directories or programs which need to be accessed for this project. If the Client's web hosting services are inadequate for the proposed site, additional fees may occur to upgrade the hosting service.

Present WWW URL (if any): \_\_\_\_\_

Hosting Service Provider: \_\_\_\_\_

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

**Deliverables.** The developer agrees to design, build, install, and/or maintain a website for Client according to agreed upon specifications, including validated HTML, link check, custom graphics, header or logo as specified, all pages and links necessary to display products and/or services of client. The developer shall also prepare the site for search engine submission, which shall include analysis of text for keyword content, alt tags for images, preparation and installation of keyword and content Meta tags, and submission to the major free submission search engines. The client also authorizes the developer to publicize their completed website to Web search engines, as well as other Web directories and indexes according to the type of web site developed. The developer does not guarantee listings on search engines as they alone determine who they will list and who they will not.

**Maintenance and Hourly Rate.** Website maintenance shall be on a monthly basis, with a minimum of \$25 in any month where updating is necessary. Fees will be assessed on an hourly basis at \$35/hr. No fee will be charged in a month where no updating is necessary. Search engine optimization, beyond the basic submission included herein shall be contracted on the same basis as maintenance.

**Payment of Fees.** Payments 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 invoices are payable within 30 days of receipt. A 1 ½ % monthly service charge is payable on all overdue balances. The grant of any licenses or right of copyright is conditioned on receipt of the full payment. Any remaining balances shall be received before web site is uploaded to its final destination unless a monthly payment plan has been prearranged between the client and KKWD. This fee does not include: the cost of domain registration, hosting set up fee, hosting,

merchant account, secure online authorization or shopping cart, unless otherwise specified. 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. Advertising the pages to Web search engines and updating occur only after the 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 the developer. Regardless of the place of signing of this agreement, the Client agrees that for purposes of venue, this contract was entered into in Nelson County, Kentucky, and any dispute will be litigated or arbitrated in Nelson County, Kentucky. All payments will be made in US funds. Please pay on time.

**Completion Date.** The developer and the Client must work together to complete the website in a timely manner. The developer will make every effort to meet the agreed upon due dates. The Client should be aware that failure to submit required information or materials might cause subsequent delays in the production. Client delays could result in significant delays in delivery of finished work. The agreed upon website work should be completed within the time frame specified which is usually 6-8 weeks after deposit and contents have been received.

Date to begin work: \_\_\_\_\_ Date work is to be completed: \_\_\_\_\_

Client is solely responsible for supplying website content, authoring, organization, images in file format. If the developer does not receive all text and graphics necessary to complete the work within 45 days from the date of contract signing the balance of payment may become due and payable upon request. Any products or services not specified in this contract are not required of the developer.

**Client and Third Party Site Modifications.** The developer is not responsible for any modifications made to the Clients site by anyone other than the developer. If the Client or Third Party makes damaging page modifications to the website, an additional fee will be charged at an hourly rate of \$35/hr by the developer to fix the damaged modifications.

**Assignment of Project.** The developer reserves the right to assign subcontractors to this project to insure the right fit for the job as well as on-time completion.

**Independent Contractor.** Kokopelli Krazy Web Design acknowledges that the services rendered under this Agreement shall be solely as an independent contractor. It is expressly understood that this undertaking is not a joint venture.

**Confidentiality.** The developer recognizes and acknowledges that this Agreement creates a confidential relationship between the developer and Client and that information concerning Client's business affairs, customers, vendors, finances, properties, methods of operation, computer programs, and documentation, and other such information, whether written, oral, or otherwise, is confidential in nature. All such information concerning Client is hereinafter collectively referred to as "Confidential Information."

**Legal Stuff.** The developer does not warrant 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 Kokopelli Krazy 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 Kokopelli Krazy 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.

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

**Revisions or Changes.** The Client will be allowed three (3) revisions or changes to each milestone before "signing off" with their acceptance. Once the milestone has been accepted, no other changes or revisions will be made under this contract. The Client will then be responsible for making additional payments, billed at the hourly rate of \$35/hr for changes in original assignment after the milestone has been accepted. However, no additional payment shall be made for changes required to conform to the original assignment description. The Client shall offer the developer the first opportunity to make any changes.

**Enhancements.** Under the maintenance agreement, if the Client wishes to modify the Web site, the developer shall be given first option to provide a bid to perform such enhancements.

**Expenses.** The Client shall reimburse the developer for all expenses arising from this assignment which are necessary for completing the work: (e.g. Fonts, Messengers, Proofs, Props, Research, Shipping, Software, Stock photography, Travel, Telephone Consultation, Taxes, Etc.)

**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 Kokopelli Krazy Web Design and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the client's exercise of Internet electronic commerce.

**Copyright to Web pages.** Copyright to the finished assembled work of web pages produced by the developer is owned by the developer. 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. Kokopelli Krazy 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.

**Sole Agreement.** The agreement contained in this "Website Design Contract" constitutes the sole agreement between Kokopelli Krazy Web Design and the Client regarding this website. Any additional work not specified in this contract must be authorized by a written change order.

**Initial Payment and Refund Policy.**

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

This agreement begins with an initial payment of \$ \_\_\_\_\_. If the client halts work and applies by registered letter for a refund within 30 days, to Kokopelli Krazy Web Design, 515 Old Nelsonville Rd, Boston, KY 40107, phone (502) 833-3076, 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 Kokopelli Krazy Web Design (authorized signature)

*Gretchen McCoy*

Date \_\_\_\_\_