



design ▶ print ▶ mail ▶ web

Web Site Design Agreement

AGREEMENT as of the _____ day of _____, 20 ____, between _____ (hereinafter referred to as the "Client"), located at _____ and Boone Graphics, located at 70 S. Kellogg, Goleta, California 93117 with respect to the creation of a Web Site.

Project Defined As (please check and define all that apply)

- Splash Page: _____
- Flash Animation (Specify 15 or 30 Seconds): _____
- Sound: _____
- Home Page: _____
- Navigation: _____
- Header Image: _____
- Footer Image: _____
- External Links (please list): _____
- Site Map: _____
- Additional Pages: _____

- Additional special features, described as: _____

If, for any reason, the project exceeds the above definition a new estimate will be created.

Web Design Process. Boone Graphics agrees to perform the following work with respect to the Web Site as indicated by the checked boxes:

- **Prototype.** Boone Graphics shall provide the Client with an initial prototype for approval of layout and design, which shall consist of a working model of all Web Site parts agreed on. Client will be notified by email that the prototype has been completed.
- **Prototype revised with documented changes** and/or adjustments requested by Client.
- **Web Site Testing.** Upon Client's approval of the initial prototype and receipt of the necessary assets (including

but not limited to text, visual, and sound elements) from the Client, Boone Graphics shall create the final Web Site. After creation of the functional Web Site, Boone Graphics shall test the Web Site in a Beta version.

- **Finalized Web Site.** In consultation with the Client, Boone Graphics shall make necessary corrections in the functionality of the Web Site, before making the site available to the public. If Client has not secured hosting services, the Web Site will be given to the client on a CD.

Web Site Maintenance. Boone Graphics **does not** include Web Site maintenance in the price of Web Site creation. Please ask a customer service representative about maintenance packages and/or options and pricing.

Boone Graphics's time for performance shall be extended by any delays caused by the Client, including but not limited to delays arising from the failure to deliver assets or advise Boone Graphics as to corrections.

1. **Fee.** Client agrees to pay the following fees:

- **Prototype.** A fee of one half (1/2) of the estimated cost shall be paid at the commencement of the project.
- One half (1/2) payment will be due at the time of the testing of the Beta site. (Alternatively, the fee may be paid in installments as follows _____).
- **Final Payment.** Boone Graphics 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 interest charges of 2% percent monthly. If the production process takes longer than 60 days, billing will switch to semi-monthly and will be based on hours expended, while still honoring this estimate, with invoices sent mid-month and at month's end.

2. **Revisions.** Boone Graphics will be happy to make revisions to a completed site at an hourly rate of \$75. Any corrections for damage to the site as a result of changes made directly by the Client or changes made by a hired (paid or unpaid) subcontractor on behalf of the Client, will be charged an hourly rate of \$75.

3. **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 for photography, illustration, and music, shall be included as required in the relevant releases.

4. **Copyright and Trademarks.** Client represents to Boone Graphics and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Boone Graphics for inclusion in Client's Web site are owned by Client, or that the Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect and defend Boone Graphics and its subcontractors from any claim or suit arising from the use of such elements furnished by the Client.

5. **Hosting.** Boone Graphics will provide assistance, in selecting and registering with a suitable Web Site hosting provider, but makes no representation or warranty concerning the Provider. Client is solely responsible for all costs including activation or monthly fee. Additionally, Boone Graphics makes no guarantees as to minimum "uptime", nor shall Boone Graphics be held responsible for any direct, indirect, special or consequential damages resulting from possible lapses in hosting services. Such possible damages include any lost profits or business interruption or loss of digital data.

6. **Client Responsibilities and Confidentiality.** Any and all assets that Client is to supply for the Web Site shall be delivered to Boone Graphics at the start of the project, 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 Boone Graphics, and any additional work due to corrections of such assets, file conversions, or scanning of text or images shall be billed at an hourly rate. Boone Graphics 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, Boone Graphics shall, if requested, return to Client the assets supplied by Client.

7. Copyright and Trademarks. Client represents to Boone Graphics and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Boone Graphics for inclusion in Client's Web site are owned by Client, or that the Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect and defend Boone Graphics and its subcontractors from any claim or suit arising from the use of such elements furnished by the Client.

8. Cancellation. In the event of cancellation by the Client or any delay of more than 90 days, the Client shall pay all expenses incurred by Boone Graphics, as well as fees based on the degree of completion of the Web Site. Special provisions regarding cancellation are as follows. This agreement begins with an initial payment indicated above. If the Client halts work and applies by registered letter for a refund within 30 days, to Boone Graphics, 70 S. Kellogg Ave, Goleta CA 93117, phone (805) 683-2349, 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.

9. Arbitration. Any disputes in excess of \$5,000 (the maximum limit for small claims court in the County of Santa Barbara) 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 Author shall pay all arbitration and court costs, reasonable attorney's fees and legal interest on any award or judgement in favor of Boone Graphics.

10. Miscellany. The terms and conditions of this Agreement shall be binding upon the parties and their representatives. The agreement contained in this Web Site Design Agreement constitutes the sole agreement between Boone Graphics and the Client regarding this Web Site. Any additional work not specified in this contract must be authorized by a written change order, except that the Client may authorize additional fees and expenses orally. All prices specified in this contract will be honored for three (3) months after both parties sign this contract. Continued web design services after that time will require a new agreement. 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 Boone Graphics shall be governed by the laws of the State of California.

11. Prior to signing this agreement, the Client agrees to the terms and Web Site specifications of the estimate provided.

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

Boone Graphics
70 S. Kellogg
Goleta, CA 93117

Client _____
Company Name

By _____
Authorized Signatory, Title

By _____
Authorized Signatory, Title