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web design

info@fiveplusthree.com

five+three^{8.0} web site design agreement

company / client _____

authorized representative _____

phone _____ fax _____

address _____

city _____ state ____ zip _____ country _____

email _____

present www url (if any) _____

desired initial username _____ password _____

five plus three design group has the express goal of making you, the Client, happy and satisfied. One way to do this is to make sure we understand one another from the outset. Here are the terms of our Agreement together.

Terms of Agreement

1. Authorization.

The above-named Client is engaging **five plus three design group**, a sole proprietor, located at **8103 Steilacoom Blvd. SW, #32, Lakewood WA, 98498**, as an independent contractor for the specific project of developing and/or improving a World Wide website to be installed on the Client's web space on a web hosting service's computer. The Client hereby authorizes **five plus three design group** to access this account, and authorizes the web hosting service to provide **five plus three design group** 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. The Client also authorizes **five plus three design group** to publicize

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their completed website to Web search engines, as well as other Web directories and indexes.

2. Standard Website Package Elements. (For Standard Website Packages Only. Cross out for online stores.)

five plus three design group includes the following elements in their Standard Website Packages:

- E-mail/phone consultation Up to 2 hours total general Internet orientation education, marketing strategy, Web design consultation, and helping Clients learn to use their own webpage editor or Adobe Contribute if desired. Telephone long distance charges are included in package rates quoted. (Additional education and consultation is at our hourly rate of \$65 per hour.)
- Words of text if supplied by the Client (200 words per page approximate maximum if not supplied via diskette. Web pages of more than 1,200 words of text may be subject to additional fees, especially if they require a great deal of formatting.) If **five plus three design group** creates the text and web copy, there is no extra charge for the first five pages of copy.
- **Links** to external pages, as needed.
- Photos and other graphic images digitally supplied by Client (up to an average of 3 included per page in standard websites and up to 12 images displayed on "regular" online store pages, in addition to masthead and top-of-page graphic. Physical color originals or those larger than 5" x 8" are extra).
- Installation of web pages on either **five plus three design group's** web hosting service, included for 1 year at no extra charge, or the Client's already established web hosting. All server technical issues are to be handled by **webmaster** unless otherwise noted amongst all parties.
- Minor updates and changes to existing web pages for two weeks, subject to the limits outlined below. Additional changes billed at hourly rate. For online stores, this includes only "regular" pages, not product pages or the ordering system pages unless there is an error by **five plus three design group** or its representatives. This does include any MINOR modifications and tweaking to work out backend database bugs and functionality. This does not include adding features past the scope of this project outlined in Estimate _____ dated _____.
- **Site publicity** to at least 5 major Web search engines, such as Google, AltaVista, Ask, WebCrawler, Lycos, MSN, etc. Note that Yahoo (\$299) and Inktomi (\$40) submission will require an additional Agreement. Your website information will be submitted to the **Open Directory Project (DMOZ)** for inclusion, if accepted under the terms and conditions of www.dmoz.com.
- **Key Phrase Optimization & Meta Tag Generation** will be set up on all static pages on a one-time basis using our proprietary techniques. Title only will be placed on Dynamic Pages. Ongoing web site marketing and copywriting will require an additional service fee.
- **E-mail response link** on each webpage to any e-mail address the Client designates. An online feedback form will also be created on the **contact-us.html** static page.

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- **Feedback or guest book form** Basic CGI FormMail included. Includes up to 10 fields. Extra charges may be incurred if the Client's web hosting service does not use a Unix or NT operating system. Not included in the package price for sites of 5 pages or less. This is not included in online stores, since the shopping cart software is a functional equivalent. Exceptions may be made if secure shopping cart is provided via PayPal or other basic credit card processing service.
- **Image Map** for internal navigation (Not included in the package price for sites of 5 pages or less.) (This will be used in limited fashion for basic static page links).

3. Standard Website Packages Only. (Cross out this section for online stores.)

The content of the web pages will either be supplied by the Client and executed as specified by the Client in the "Website Planning Worksheet" dated _____), or may be custom-written specifically for the Client by **five plus three design group** for sites up to five pages in size at no extra charge. This website includes up to **5** static web pages. In case the Client desires additional standard web pages beyond the original number of pages specified above, the Client agrees to pay **five plus three design group** an additional USD\$200 for each additional webpage. Graphics or photos beyond the allowed average of 2-3 per webpage shall be billed at an additional USD\$25 each. Where custom graphic work is requested, it will be billed at the hourly rate specified below.

4. Maintenance and Hourly Rates.

This Agreement includes minor webpage maintenance to regular web pages (not store product pages) over a two-week 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 **five plus three design group** 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 two-week maintenance period commences upon the date the Client's web site is officially published to the web and all monies paid. Changes requested by the Client beyond those specified limits will be billed at the hourly rate of USD\$65.00. This rate shall also govern additional work authorized beyond the maximums specified above for such services as general Internet orientation education, marketing consulting, web page design, editing, modifying product pages and databases in an online store, and art, photo, graphics services, and helping Clients learn how to use their own webpage editor. Exceptions to this will be if the Client agrees to an ongoing maintenance schedule as listed separately in our Rate Sheet. CGI programming charges (if any) are not included in this rate.

5. Changes to Submitted Text.

If you are submitting your own copy, 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.

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6. Web Hosting.

The Client understands that any web hosting services may require a separate contract with a web hosting service if Client is not using **five plus three design group's** included hosting package. If Client uses their own service, the Client agrees to select a web hosting service which allows **five plus three design group** full access to the website and a cgi-bin directory via FTP and telnet. The Client further understands that if the web hosting service's operating system is not a Linux, Unix or NT system, standard CGI software may not work, and providing a substitute may incur additional charges. Non-e-commerce websites are allotted 500MB of bandwidth each month and will be charged \$.04 per MB overage. Online stores or commercial web sites are allotted 1GB of transfer and will be charged \$.05 per MB overage, or can be set up on a custom plan that accommodates bandwidth needs.

7. Completion Date.

five plus three design group 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 **30 Business Days** from Initial Contract Approval and initial 50% of Total Project Fee Deposit Paid.

If the Client does not supply **five plus three design group** complete text and graphics content all web pages contracted for within four 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 six weeks 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 published.

8. Payment of Fees.

Fees to **five plus three design group** are due and payable on the following schedule: 50% upon signing this contract, 50% when the web pages have been constructed and proofed according to the Client's original written specifications, unless other arrangements have been agreed upon. The web site will be published on the World Wide Web once all monies due are paid. Client agrees to reimburse **five plus three design group** along with the final design payment for any of the following additional expenses necessary in completion of the work: (e.g. Fonts, Messengers, Proofs, Props, Research, Shipping, Software, Stock Photography, Travel, Telephone Consultation Time, Programming)

If the total amount of this Agreement is less than \$1000, the total amount shall be paid upon written acceptance this Agreement.

If the Client is not using **five plus three design group** web hosting, and in case the Client has not secured their own web space on a web hosting service by the time the web pages are completed, the web pages may be delivered to the Client via a CD or attached to an email 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 made out to "**five plus three design group**". We accept payment via PayPal and bank-issued Cashier's Checks. Personal Checks are not accepted at this time.



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Payment Terms/Work Flow

A minimum deposit of one-half (**50%**) of the total amount is required to commence work.

Once the initial deposit is received by **five plus three design group**, basic site design concepts will be assembled and posted online or emailed to the Client for viewing and approval.

Communication between **five plus three design group** and the Client is crucial during this phase to ensure that the ultimate publication will match the Client's taste and needs.

Upon completion of this stage, the Client will be asked to confirm acceptance for the basic site design via email or by signing a printed copy of the design. Once this acceptance is received from the Client, the work necessary to complete the project will begin.

The Client should continue, however, to continually view updates to the work site and express their preferences or dislikes to **five plus three design group**. Upon completion of the web site, an email or letter and invoice will be sent to the Client advising the Client that the work has been completed. Final payment of the remaining **50%** balance plus any additional charges incurred will be due within fifteen (15) business days after delivery of this email or letter and invoice.

If the fifteen (15) day minimum is not met an additional late charge of 10% is then due. If payment is not made within thirty (30) days of notification, simple interest will accrue on the balance owed at a rate of 18% from the date the 10% penalty was levied.

five plus three design group reserves the right to remove all web content from the Internet if payment is not made within thirty (30) days after delivery of our completion notification. Most frequently, problems making payment timely are the result of poor communication channels in a company's Accounting Department. If a payment delay is anticipated, please contact **five plus three design group** to discuss potential problems in advance. If problems are anticipated we may be able to accommodate an alternate arrangement.

9. Client Amends.

five plus three design group prides itself in providing excellent customer service. That is the spirit of our Agreement and the spirit of the **five plus three design group's** business. To that end, we encourage input from the Client during the design process.

The **five plus three design group** understands, however, that Clients may request significant design changes to pages that have already built to the Client's specification. To that end, please note that our Agreement does not include a provision for "significant page modification" or creation of additional pages in excess of our agreed page maximum. If significant page modification is requested after a page has been built to the Client's specification, we must count it as an additional page and charge accordingly.

Some examples of significant page modification at the request of the Client include, but are not limited to:

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- 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.
- 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 a special Agreement that meets their needs.

If significant page modification is requested by the Client after the page maximum has been reached the charge will be USD\$200.00 for each additional page. Moderate changes, however, will always be covered during our development of the site, and also covered by our two weeks of free maintenance.

Again, we strive to accommodate the needs of each Client and we maintain a liberal redesign policy. We cannot, however, provide major redevelopment services in excess of the page maximum contemplated by this Agreement.

10. Maintenance Agreements.

Maintenance Agreements are negotiated on a Client-by-Client basis, as each Client will have differing needs. This is another way **five plus three design group** seeks to help the Client control cost. If you have chosen a Maintenance Agreement the terms of such will be listed in your final invoice.

five plus three design group offers two kinds of Maintenance Agreements. In 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 Host Provider. In the other Agreement, the customer pays on an as-needed hourly or per-occurrence basis.

11. Third-Party or Client Page Modification.

Some Clients will desire to independently edit or update their web pages after completion of the site (CMS) as a way to control costs and minimize the expense of a Maintenance Agreement. This is always an option for Clients of the **five plus three design group**. If the Client desires this capability, it can be arranged utilizing special software (Adobe Contribute).

Note however, that if this option is selected and the Client or an agent of the Client other than the **five plus three design group** attempts to update the web site and damages the design or impairs the ability for the web pages to display or function properly, time to repair the web pages will be assessed at the hourly rate of USD\$95.00 There is a one-hour minimum. In this regard, Clients are encouraged to obtain a Maintenance Agreement.



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12. Assignment of Project.

five plus three design group reserves the right to assign subcontractors to this project to insure the right fit for the job as well as on-time completion.

13. Legal.

five plus three design group 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 **five plus three design group** or its representatives or subcontractors 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 **five plus three design group** 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.

14. Limited Liability.

Client agrees that any material submitted for publication will not contain anything leading to an abusive or unethical use of the Web Hosting Service, the Host Server or **five plus three design group**. Abusive and unethical materials and uses include, but are not limited to, pornography, obscenity, violations of privacy, any computer viruses, worms or malware, harassment, any illegal activity, spamming, advocacy of an illegal activity, and any infringement of privacy.

Client hereby agrees to indemnify and hold harmless **five plus three design group** from any claim resulting from the Client's publication of material or use of those materials.

It is also understood that **five plus three design group** will not publish information over the Internet which may be used by another party to harm another. The **five plus three design group** will also not develop a pornography or warez web site for the Client. **five plus three design group** reserves the right to determine what is and is not pornography.

15. Indemnification.

Client agrees that it shall defend, indemnify, save and hold **five plus three design group** harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees associated with the **five plus three design group's** development of the Client's web site. This includes Liabilities asserted against **five plus three design group**, its subcontractors, agents, Clients, servants, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by the Client, its agents, employee or assigns.

Client also agrees to defend, indemnify and hold harmless **five plus three design group** against Liabilities arising out of any injury to person or property caused by any products or services sold or otherwise distributed over the Client's web site. This



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includes infringing on the proprietary rights of a third party, copyright infringement, and delivering any defective product or misinformation that is detrimental to another person, organization, or business.

16. Copyrights and Trademarks.

The Client represents and unconditionally guarantees to **five plus three design group** that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to **five plus three design group** 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 **five plus three design group** and its subcontractors from any claim or suit arising from the use of such elements furnished by the Client.

17. 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 **five plus three design group** and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the Client's exercise of Internet electronic commerce. Client also understands that **five plus three design group** cannot provide legal advice.

18. Copyright to Web Pages.

Copyright to the finished assembled work of web pages produced by **five plus three design group** is solely owned by **five plus three design group**. 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. **five plus three design group** and its subcontractors retain the right to display graphics and other Web design elements as examples of their work in their respective portfolios.

19. Design Credit.

Client agrees that **five plus three design group** may put a byline on the bottom of their index.html or main.html web page establishing design and development credit. Client also agrees that the web site created for the Client may be included in **five plus three design group's** portfolio.

20. Nondisclosure.

The **five plus three design group**, its employees and subcontractors agree that, except as directed by the Client, it will not at any time during or after the term of this Agreement disclose any Confidential Information to any person whatsoever. Likewise, the Client agrees that it will not convey any confidential information obtained about **five plus three design group** to another party.



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21. Client Referral Commission Program.

The **five plus three design group** recognizes 'word-of-mouth' advertising as our most favorable method of developing new business. As such, we want to reward customers who are pleased with our work and refer us to another individual, business, or organization.

If you refer our services to another party and we ultimately establish a contract with that party, we will provide you, the Client, with two months of free maintenance service. For Clients who regularly help us attract new Clients, this can result in a virtually free Maintenance Agreement.

22. Late or Non-Payment of Fees.

In order for **five plus three design group** to remain in business, payments must be made promptly. Delinquent bills will be assessed a USD\$25 charge if payment is not received within 10 days of the due date. **five plus three design group** reserves the right to remove web pages from viewing on the Internet until final payment is made. If an amount remains delinquent 30 days after its due date, an additional 5% penalty will be added for each month of delinquency and the website will be "turned off" from public viewing with a Splash Page stating that the web site is undergoing routine maintenance. As a result of any statement from the Client that payment will not be made in the future, **five plus three design group** reserves the right to "turn off" the web site at any given time past the actual due date. If an amount remains delinquent 60 days after its due date, all files will be removed from the server and no duplication rights or usage will be granted. In case collection proves necessary, the Client agrees to pay all fees incurred by that process. This Agreement becomes effective immediately upon web site publishing and Clients are encouraged to read Agreement terms carefully and thoroughly, and refer any and all questions to **five plus three design group** should they arise. Regardless of the place of reading/signing of this Agreement, the Client agrees that for purposes of venue, this contract was entered into in Pierce County, Washington, and any dispute will be litigated or arbitrated in Pierce County, Washington. Please pay on time.

23. Initial Payment and Refund Policy.

The total amount of this Agreement is USD\$_____

This Agreement begins with an initial payment of USD\$_____

If the Client halts work and applies by registered letter for a refund within 30 days, to **five plus three design group, 8103 Steilacoom Blvd. SW, #32, Lakewood WA, 98498, tel. no. 206.905.9679**, 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 above also applies to upfront hosting fees. No



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refunds for hosting will be made after 30 days unless server logs demonstrate that the web site was not accessible via a standard Internet browser viewable for a period more than 10%.

24. 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 **five plus three design group**.

25. Sole Agreement.

The Agreement contained in this "**Web Site Design Agreement**" constitutes the sole Agreement between **five plus three design group**, its subcontractors, 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 6 months after all parties sign this contract. Continued services after that time will require a new Agreement. The Client and **five plus three design group** are independent parties and nothing in this Agreement shall constitute either party as the employer, principal or partner of or joint venture with the other party. Neither the Client nor **five plus three design group** has any authority to assume or create any obligation or liability, either express or implied, on behalf of the other.

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 **five plus three design group** (authorized signature)

Date _____

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- thank you for choosing us - the five + three team

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