

Kaufman Web Design Agreement for Production of Web Site

For _____

DESCRIPTION OF PROJECT AND PROCESS

1. _____, referred to here as "Design Firm", will plan, design, and code a web site for the individual or corporation named above, referred to in this document as "Client", to the specifications in the attached SITE SPECIFICATION.
2. The estimate included here covers only that which is described in the SITE SPECIFICATION. Additional work will result in additional charges. Additional work is defined as the addition of pages, graphics, or other significant features, any graphic, page design, or actual page requiring more than two rounds of revisions, revisions to text content provided ready for publication, changes to elements which have been finalized, or significant changes in plan, scope, or direction of project. In this case, Client will be provided with a written CHANGE ORDER including an estimate for the additional work.
3. The process for the creation of visuals, such as graphics and page designs, consists of Design Firm providing drafts and asking for feedback from Client; the feedback is then used to produce another draft. There will be up to 2 rounds of this process for each design element.
4. Text content will be provided by Client as final drafts ready for publication and in digital form. Graphic content will be provided by Client in an orderly manner and clearly labeled as to desired use on site.
5. To maintain our portfolio credentials, and the integrity of any applicable copyrights, Design Firm shall be entitled to place an unobtrusive credit with a hypertext link in the footer on each page of the web site. Design Firm is also entitled to reproduce samples of Client's web site in our portfolio and in any marketing materials.
6. Design Firm may use qualified subcontractors under our supervision for any or all work on this project.

ESTIMATE AND PAYMENT ARRANGEMENTS

7. Design Firm estimates that the cost for producing the site described in the attached SITE SPECIFICATION will be _____ .
8. Payment shall be made as follows:

A deposit of 1/2 of estimated total, _____, is due upon signing of this Agreement, before work begins;

A final payment (adjusted for changes in estimate if necessary) is due upon completion of site as specified, before site is published on the Internet.
9. 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.
10. In the event of the cancellation of this assignment, or any delay of more than 90 days, we will invoice you for the greater of either: (1) all work completed up to the date of notification, based upon the percentage of the project finished, including expenses; or (2) 20% of the agreed-upon estimate plus expenses, and this contract shall be considered fulfilled by Design Firm. All incomplete work will remain the property of Design Firm. All payments already made will first be applied to these charges.

OTHER LEGAL AGREEMENTS

- 11. Design Firm will maintain the confidentiality of Client's source materials, technical and marketing plans and all other sensitive information.
- 12. Design Firm and Client agree that any dispute arising out of this Agreement shall first be resolved by mediation, if possible. This contract was entered into in _____ County, _____, and any necessary arbitration or litigation will take place in this county.
- 13. Upon full payment of all invoices due, copyright to page designs produced by Design Firm for Client shall belong to Client. Secondary materials created by Design Firm during production, including drafts, plans, graphic source files, and templates, remain the sole property of Design Firm unless other arrangements are made.
- 14. Client is solely responsible for the editorial content of the material included on its website. Accordingly, Client agrees that it will defend and indemnify (hold harmless) Design Firm from any suit, demand, or claim resulting from the editorial content of the website.
- 15. Client represents to Design Firm and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Design Firm for inclusion in Client's web site are owned by Client, or that Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect and defend Design Firm and its subcontractors from any claim or suit arising from the use of such elements furnished by the Client.
- 16. Design Firm will set up web hosting for Client with a professional hosting company known to be reliable. However, Design Firm makes no guarantees as to minimum "uptime", nor shall Design Firm 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.
- 17. Design Firm will not be liable to Client or to any third party for any damages arising from the use of web site.
- 18. 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.
- 19. To be valid, this Agreement must be signed within 30 days of _____, and be accompanied by a deposit check of the amount specified above.
- 20. To be valid, this Agreement must have an attached SITE SPECIFICATION document, initialed and dated by Design Firm and Client.
- 21. This Agreement may have attachments consisting of one or more initialed and dated CHANGE ORDERS, whose terms shall become part of this contract.

Our signatures below indicate our agreement with the terms of this contract.

Date

Date

