

Website Design Contract

Used in conjunction with the **Website Planning Worksheet** which should also be printed out by the client.

Contact Name _____

Salon / Spa Name _____

Phone _____ Cell Phone _____ Fax _____

Address _____

City _____ State ____ ZIP ____ Country ____

E-mail address _____

Present WWW URL (if any):

Username _____ Password _____

1. Authorization. The above-named client is engaging Beauty Web Design, (Carl Siegel), located at 475 S Blue Lake Ave, Deland FL 32724, as an independent contractor for the specific project of developing and/or improving a World Wide website. The client hereby authorizes Beauty Web Design, (Carl Siegel) to access this account. The client also authorizes Beauty Web Design (Carl Siegel) to publicize their completed website to Web search engines, as well as other Web directories and indexes.

2. Website Package Elements. Beauty Web Design services includes the following elements in their Website Packages:

- **E-mail/phone consultation** Unlimited during normal business hours (M to F 7 AM to 7 PM EST, for general Internet orientation education, marketing strategy, Web design consultation, and helping clients learn what information is required from them. Emails are generally answered within 24 hours except during weekend and holidays.
- **Words of text** must be supplied by the client (a web page generally consist of around 200 words).
- **Links** to external pages, up to an average of 2.5 per page. As part of your contract we will create multiple inbound and outbound links. If you want to be link to a particular site, you must provide it to us.
- **Custom Graphics Package.** Your template comes with some graphics and we also will provide you, FREE of charge with general industry graphics. Custom graphics, Flash presentation will incur additional charges.
- **Photos and other misc. graphic images** supplied by client (up to an average of 1.3 included per page in standard websites and "regular" online

store pages, in addition to masthead and top-of-page graphic. Color originals larger than 5" x 8" are extra).

- **Installation** of web pages on the included client's web hosting service.
- **Minor updates and changes** to existing web pages during the design process. Monthly minor updates and changes are covered in your monthly maintenance scheduled fees.
- **Site publicity** to at least a dozen major Web search engines, such as Yahoo, Google, Bing, AltaVista, InfoSeek, WebCrawler, Lycos, HotBot, and as well to over 100 other search engines and link pages.
- **E-mail response link** on each webpage to any e-mail address the client designates.
- **Online Form**, Feedback, guest book, contact us or appointment, one is included in your contract FREE of charge. An additional one will incur a fee.
- **Image Map** for internal navigation (

3. Standard Website Packages. The content of the web pages will be supplied by the client and executed as specified by the client. The number of pages in this website is part of your chosen package. In case the client desires additional standard web pages beyond the original number of pages specified above, the client agrees to pay Beauty Web Design (Carl Siegel) an additional \$25.00 for each additional webpage. Custom Graphics or Photos will be billed separately.

4. Online Sales. As part of your contract, Beauty Web Design (Carl Siegel) will create a FREE merchant Account for your establishment thru PayPal. You must follow and agree to PayPal regulations and are solely responsible for this account.

Easy Web contract – up to 2 “Buy Now” buttons,

Business Web – up to 10 “Buy Now” buttons,

ProWeb – up to 20 “Buy Now” buttons.

Additional buttons will incur a fee of \$5.00 each (this is a onetime fee)

5. Maintenance. The basic agreement includes minor webpage maintenance to regular web pages, including updating links and making minor changes to a sentence or paragraph. It does not including removing nearly all the text from a page and replacing it with new text. Monthly Maintenance and Updates are covered by the “Monthly Maintenance/Modification fees.

If the client or an agent other than Beauty Web Design (Carl Siegel), 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 Maintenance/Modifications monthly fees start when the Website is up and open to the public.

Changes requested by the client beyond those limits will be billed separately.

6. Changes to Submitted Text. Please send us your **final text**. The longer you take to provide us with the text, the longer your website project will take.

7. Domain Name & Web Hosting. Include with your contract. Renewal will be one year from the date of the contract and is the same as your original contract.

8. Completion Date. Beauty Web Design (Carl Siegel) and the client must work together to complete the website in a timely manner. The project can take from 2 weeks to 4 weeks depending on the complexity and the

If the client does not supply Beauty Web Design (Carl Siegel) complete text and graphics content all web pages contracted for within 8 weeks (two months) of the date this contract was signed, the entire amount of the contract becomes forfeited. An additional continuation fee of 10% of the total contract price can be assessed each month until the website is advertised.

9. Payment of Fees. Contract fees to Beauty Web Design (Car Siegel) are due and payable when you agree and sign the contract. Monthly Maintenance/Modification start when the site is published to the web.

10. Assignment of Project. Beauty Web Design (Carl Siegel) reserves the right to assign subcontractors to this project to insure the right fit for the job as well as on-time completion.

11. Legal Stuff. Beauty Web Design (Carl Siegel) does not warrant that the functions contained in these web pages or the Internet website will meet the client's requirements. In no event will Beauty Web Design (Carl Siegel) 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. 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.

12. Copyrights and Trademarks. The client represents to Beauty Web Design (Carl Siegel) and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Beauty Web Design (Carl Siegel) 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 Beauty Web Design (Carl Siegel) and its subcontractors from any claim or suit arising from the use of such elements furnished by the client.

13. 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 Beauty Web Design (Carl Siegel) and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the client's exercise of Internet electronic commerce.

14. Copyright to Webpages. Copyright to the finished assembled work of web pages produced by Beauty Web Design (Carl Siegel) is owned by Beauty Web Design

(Carl Siegel). Upon 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. Beauty Web Design (Carl Siegel) and its subcontractors retain the right to display graphics and other Web design elements as examples of their work in their respective portfolios.

15. Payment of fees. In order for Beauty Web Design (Carl Siegel) to remain in business, payments must be made promptly. Delinquent bills will be assessed a \$15 charge if payment is not received within 10 days of the due date. If an amount remains delinquent 30 days after its due date, an additional 5% penalty will be added for each month of delinquency. Beauty Web Design (Carl Siegel) reserves the right to remove web pages from viewing on the Internet until final payment is made. In case collection proves necessary, the client agrees to pay all fees incurred by that process. This agreement becomes effective when signed by Beauty Web Design (Carl Siegel). Regardless of the place of signing of this agreement, the client agrees that for purposes of venue, this contract was entered into in Volusia County, Florida, and any dispute will be litigated or arbitrated in Volusia county, Florida.

16. Sole Agreement. The agreement contained in this "Website Design Contract" constitutes the sole agreement between Beauty Web Design (Carl Siegel) 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 six (6) months after both parties sign this contract. Continued services after that time will require a new agreement.

18. Initial Payment and Refund Policy.

The total amount of this contract is \$_____

If the client halts work and applies by registered letter for a refund within 30 days, to Beauty Web Design (Carl Siegel), 475 S Blue Lake Avenue, Deland FL 32724, phone (407-431-2022), Initial fees (expenses incurred by us when starting your contract) shall be billed at the rate of: Domain Name \$15.00 for the year, hosting Per month \$12.00, and deducted from your payment. After the 30 days, the whole amount is due to Beauty Web Design (Carl Siegel). Under no circumstances, any portion of this 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 Beauty Web Design (Carl Siegel) (authorized signature)

_____ Date _____