

## **TERMS OF SERVICE**

As our client, you have the power and ability to enter into this contract on behalf of your company or organization. You agree to provide us with everything that we need to complete the project including text, images and other information as and when we need it, and in the format that we ask for. You agree to review our work, provide feedback, and sign-off approval in a timely manner and as outlined in our design process below . Deadlines work two ways and you will also be bound by any dates that we set together. You also agree to stick to the payment schedule set out at the end of this contract.

We have the experience and ability to perform the services you need from us and we will carry them out in a professional and timely manner. Along the way, we will endeavor to meet all the deadlines set, but we can't be responsible for a missed launch date or a deadline if you have been late in supplying materials or have not approved or signed off on our work on-time at any stage. On top of this, we will also maintain the confidentiality of any information that you give us.

We know from plenty of experience that fixed-price contracts are rarely beneficial to you, as they often limit you to your first idea about how something should look, or how it might work. We don't want to limit either your options or your opportunities to change your mind.

The estimate/quotation prices at the beginning of this document are based on the number of hours that we estimate we'll need to accomplish everything that you have told us you want to achieve. If you do want to change your mind, add extra pages or templates or even add new functionality, that won't be a problem. You will be charged at our standard hourly rate (\$75) for any additional changes. Along the way we might ask you to put requests in writing so we can keep track of changes and accurately charge you.

## **THE DESIGN STUFF/OUR PROCESS**

If the project includes XHTML or HTML markup and CSS templates, we will develop these using valid XHTML 1.0 Strict markup and CSS2.1 + 3 for styling. We will test all our markup and CSS in current versions of all major browsers including those made by Apple, Microsoft, Mozilla and Opera and the current version your chosen content management system (CMS).

We will not test these templates in old or abandoned browsers, for example Microsoft Internet Explorer 6 or older for Windows or Mac, previous versions of Apple's Safari, Mozilla Firefox or Opera, or older releases of your CMS unless otherwise specified. We cannot guarantee that your site will work in future versions of browsers or content management systems.

We also reserve the right to assign subcontractors to this web design project to insure that the terms

of this agreement are met as well as on-time completion.

### **PHASE I: CONCEPT/INITIAL DESIGN**

We sit down and put together an initial design for you based on what we've discussed in our previous correspondence. This is a flat mock-up/image. If you love the concept and just want to change the layout/colors/misc graphic edits, we move on to the mock-up revision phase. If you don't like the concept- everything is all wrong- and we need to rethink the direction entirely, we'll sit down with you and go over the game plan again and then come up with an entirely new design concept and mock-up. We will come up with up to 3 different design concepts- if we don't hit the nail on the head by three concepts, you agree to pay us for the work done thus far based on our standard hourly rate and have the option of either canceling this contract or commissioning us for further concept work. If a concept is approved and we have moved on to Phase II and decide that you would like to see a different concept, we will charge you at our standard hourly rate for the revisions on the first design.

### **PHASE II: VISUAL REVISIONS**

Once you've approved the design concept, we move on to the visual revisions of the mock-up. This is where we change the colors, establish the general layout, fix/add/edit graphics, all the good stuff on the image mock-up. You get up to three rounds of revisions here.

### **PHASE III: MAD SCIENTIST JUDITH/TESTING BUILD**

Once the initial mock-ups are approved, we'll pull them apart and build a live version on our testing servers... with some sample content and flair so that we can see how everything looks and works.

### **PHASE IV: LIVE REVISIONS**

Once the test site is live and kicking, we'll run through another round of revisions (up to 3) to make sure that everything looks AND WORKS as it should. This is where we'll deal with spacing between elements, post display, line-height, functions, etc.

Any revisions done in Phase IV to graphic elements that were approved during Phase II will be charged at our standard hourly rate.

### **PHASE V: INSTALL & SET-UP**

Once the live test site is approved and signed-off on, we will move all of the design elements and site files to your server and get everything installed and ready for launch.

You are responsible for all website content. We're not responsible for writing or inputting any text copy unless we specified it in the original estimate. We'll be happy to help though, and in addition to the estimate, we will charge you at our current copy writing hourly charge (\$50) for copy writing or content input.

### **PHASE VI: CLEAN-UP**

After the install, you have 48 hours to play with and examine your new site to make sure that everything works great with your content and system. Because things look a little different with your content than with that on the test site, we will make any small css modifications (text, spacing, widths, margins, etc) on your site at no charge during that 48 hours. Beyond those hours, any modifications or changes are done at our standard hourly rate.

## **PHASE VII: DESIGN PACKAGE**

After the 48 hour clean-up period is completed, we will email you your design package, which will include copies of the *finished* graphics, web pages, code, etc that we designed for your site. It is your responsibility to retain copies of these files as we cannot guarantee that we will have them in the future.

Completion dates are tentative! Project completion depends on many factors (such as revision time) and cannot be guaranteed. Milestone dates are estimates and are based on the scope of your project.

## **COPYRIGHTS**

You guarantee to us that any elements of text, graphics, photos, designs, trademarks, or other artwork that you provide us for inclusion in the web site are either owned by your good selfs, or that you have permission to use them. When we receive your final payment, copyright is automatically assigned/retained as follows:

You own text content, photographs and other data you provided, unless someone else owns them. We own the XHTML markup, CSS and other code that we created and we license it to you for use **on only this project**.

Graphics and artwork created for use in your project are transferred to you only if the release fee is covered in your final payment, otherwise, they remain the property of their respective owners. If rights are transferred to you, you will receive a document stating so in your design package. We love to show off our work and share what we have learned with other people, so we reserve the right to display and link to your completed project as part of our portfolio and to write about the project on web sites, in magazine articles and in books about web design.

## **PAYMENTS**

We are sure you understand how important it is that you promptly pay the invoices that we send you. **Your initial payment signifies your full understanding and agreement to the terms listed herein.** Deposits hold valuable calendar space and are non-refundable. Delinquent bills will be assessed a 10% late charge if payment is not received within 15 days of the due date. If an amount remains delinquent 30 days after its due date, an additional 10% penalty will be added for each month of delinquency. We reserve the right to remove theme/design from viewing on

the internet until final payment is made. In case collection proves necessary, you agree to pay all fees incurred by that process.

## **THE LEGAL STUFF**

We can't guarantee that the functions contained in any web page templates or in a completed web site will always be error-free, so we can't be liable to you or any third party for damages, including lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate this web site and any other web pages, even if you have advised us of the possibilities of such damages.