

June 24, 2009

## Website Contract Agreement

**Prepared by:**  
**Metzalli Jones**  
(my info)

**Prepared For:**  
**Your Company**  
You  
(your info)

Thank you for choosing Metzalli Jones to handle your projects. The following agreement specifies the terms and conditions of this project. Please review, sign and mail us this contract with your first payment. Please keep a copy of this agreement for your records. If you need a copy of the contract containing our signature, we will be glad to send one to you at your request. Please be advised that Metzalli Jones shall retain the original signed contract. Metzalli Jones shall send the client a copy of the original signed contract upon the client's request. If you have any questions about any item in this contract, please contact us, and we will try to help you better understand any provisions in this agreement.

Your Company or You in this legal contract is referred to as the "client".

**1. Authorization.** The above-named client is employing Metzalli Jones, a freelance contractor, located at (my address), for the specific project(s) of Web Site Design. By signing this document, Your Company and Metzalli Jones, agree as to the legitimacy of this contract.

**2. Project Elements.** Please review the approved Proposal and Estimate for the Project Details and Fees.

**3. Maintenance and Hourly Rate.** This agreement includes minor webpage maintenance for the first 7 days after the website is completed, including updating links and making minor changes to a sentence or paragraph. It does not include drastic maintenance such as removing nearly all the text from a page and replacing it with new text.

Changes requested by the client beyond those limits will be billed at the hourly rate of \$45, with a one hour minimum per update. If you believe that your website will need to be updated frequently, please contact us for pricing of maintenance packages.

This rate shall also govern additional work authorized beyond the maximums specified above for services such as general internet orientation education, marketing consulting, webpage design, editing, modifying product pages and databases in an online store, photo editing, graphics services, and helping clients learn how to use their own webpage editor. Programming / Scripting charges are billed at the hourly rate of \$45, with a one hour minimum per update.

**4. Changes to Submitted Text.** Please send us your **finalized text**. Time required to make substantive changes to client-submitted text after the web page has been constructed will be considered additional time and invoiced at the hourly rate of \$45.

**5. Web Site Hosting.** Metzalli Jones does not provide web hosting services, but can aid you in finding a host that suits your needs. If you are already hosting with a particular host you must provide me with FTP information so that I can transfer your data to your host. FTP information can be acquired by calling your particular host provider.

**6. Completion Date.** Metzalli Jones and the client must work together to complete the project specified above in a timely manner. We agree to work expeditiously to complete the project.

The client is responsible for supplying Metzalli Jones with complete text and the necessary items and graphics that are not developed by Metzalli Jones for the web pages in a timely matter.

The client has 14 days within the date of this contract to supply all information necessary to complete the website. If after 14 days Metzalli Jones has still not received the information necessary to complete the project, then the client is in breach of contract and shall lose 40% of the full deposited amount.

**7. Assignment of Project.** Metzalli Jones reserves the right to assign subcontractors to this project to ensure on-time completion.

**8. Limitation of Liability.** In no event shall Metzalli Jones 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 Metzalli Jones has not previously 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.

**9. Copyrights and Trademarks.** The client represents to Metzalli Jones and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Metzalli Jones for inclusion in the project 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 Metzalli Jones and its subcontractors from any claim or suit arising from the use of such elements furnished by the client.

**10. Laws Affecting Electronic Commerce.** From time to time governments enact laws and levy taxes and tariffs affecting Internet electronic commerce. The client agrees that they are solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend Metzalli Jones and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the client's exercise of Internet electronic commerce.

**11. Client and Third Party Site Modifications.** Metzalli Jones is not responsible for any changes made to the site by any other party, or an authorized agent. If the client or an agent other than Metzalli Jones attempts updating the client's pages, time to repair web pages will be assessed at the hourly rate of \$55, and is not included as part of the updating time.

**12. Copyright & Ownership of Website & Domain.** Copyright, ownership, and all rights of web pages, graphics, print templates, and text contained in the finished assembled website produced by Metzalli Jones belongs solely and exclusively to Your Company upon final payment of this contract. Rights to photos, graphics, source code, work-up files, and computer programs are specifically transferred to the client, and remain the property of their respective owners. Any licensed software not developed by Metzalli Jones (such as CGI, Pearl, PHP scripts) may be owned by another software company that has granted Metzalli Jones the right to initiate it into the client's website, and does not grant the client ownership of the script. Metzalli Jones and its subcontractors retain the right to display graphics and other Web design elements as examples of their work in their respective portfolios, unless otherwise specified by the client. The client retains ownership of the domain name(s) bought through Metzalli Jones after the invoice is paid in full. Metzalli Jones reserves the right to withhold property such as domain names and copyright ownership if the client is in debt to Metzalli Jones.

**13. Payment of Fees.** In order for Metzalli Jones to keep its rates low, payments must be made promptly. Bills will be deemed delinquent and assessed a \$200 charge if payment is not received within 7 days after the due date. If an amount remains delinquent 14 days after its due date, an additional 25%

penalty will be added for each month of delinquency. Metzalli Jones reserves the right to remove web pages from viewing on the internet until final payment is made. If case collection proves necessary, the client agrees to pay all fees incurred by that process.

**14. Sole Agreement.** The agreement contained in this "Website Design Contract" constitutes the sole agreement between Metzalli Jones and the client regarding the project outlined above and in the approved proposal. Any additional work not specified in this contract must be authorized by a written change order.

**15. Initial Payment.** Payment of the base fee will be made as follows: The total cost of the project will be made from the client in 2 payments in the amount of (\$ amount) for each. The first payment is due upon signing this contract, the second is due upon completion of project. All payments should be made to Metzalli Jones.

**16. Refund Policy.** The client may halt work and request for a refund within 3 days of the date of this contract by mailing a certified letter to the Metzalli Jones (my address). If at any 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 of \$55, which could result in higher fees than the quote prices given.

**17. Miscellaneous.** This contract shall be governed by the substantive laws of the State of CA without regard to conflict of law principles. The contract constitutes the entire understanding and agreement between the parties hereto and their affiliates with respect to its subject matter and supersedes all prior or contemporaneous agreements, representatives, warranties and understandings of such parties (whether oral or written). No promise, inducement, representation or agreement, other than as expressly set forth herein, has been made to or by the parties hereto. This letter may be amended only by written agreement, signed by the parties to be bound by the amendment. Evidence shall be inadmissible to show agreement by and between such parties to any term or condition contrary to or in addition to the terms and conditions contained in this letter. This letter shall be construed according to its fair meaning and not strictly for or against either party.

**18. Summary.** This contract is for the specific project(s) of Web Site Design for (your company). Our agreed fees for the services we describe above in total is (\$ amount). All payments will be made in American Dollar funds.

**ACCEPTED AND AGREED:**

_____ Signature of You	_____ Date	____/____/____	_____ Signature of Metzalli Jones	_____ Date	____/____/____
_____ Print name of You			_____ Print name of Metzalli Jones		
_____ Address of You			_____ Address of Metzalli Jones		
_____ City, State, Zip			_____ City, State, Zip		