

# Lydia M. Glider-Shelley

Independent Contractor

Phone 754-444-0551 Fax 954-922-5000

Email Lydia@rainbow-websites.com

# AGREEMENT

## Overview:

**TO:**  
Client's name

**FOR:**  
**Creation of Website**

The prices below are for the creation of a website in HTML with CSS and limited Javascript. **Complex coding such as PHP, etc. is NOT included and if/when needed, this will be handled in a separate proposal. Likewise, no graphics manipulation is included, as it is understood that all images will be presented already optimized and sized.** One major revision is included, after which additional major revisions will be invoiced on an a la carte basis. Major revisions are to be defined as those which require more than one half – hour of time to complete. Upon acceptance of this proposal, an agreement will be delivered to be reviewed, signed and returned with the deposit. Payment schedule is, again, as follows:

PAYMENT NUMBER	DESCRIPTION	AMOUNT
1	Deposit: Paid upon acceptance and signing of agreement, work will commence when funds clear	50%
2	Weigh point #1 Approval of mockup and resulting index (home) page for website	20%
3	Weigh point #2 Approval of both sites prior to final revisions	20%
4	Completion	10%

Weigh point #2 will ultimately determine the timeline for completion, as the site can not be built until the mockup and resulting index page are approved. Once that is achieved I estimate that the work can usually be completed (to reach weigh point #3) within approximately 1-2 weeks.

Time from weigh point #3 to completion will vary, but may range from no time at all to several weeks, and will depend upon the number and complexity of final revisions. The best way to narrow this time frame is to keep abreast of the site as it develops and make sure that it is progressing satisfactorily according to your desires. **Final payment is due on date requested for completion even if site is still not finished if the reason the deadline is not met is due to delay in obtaining assets (images, etc.) from client in order to finish.**

SAMPLE DESCRIPTION OF SERVICE	PRICE
Creation of hand-coded HTML website: 25 Pages With Standard Text Link Menus (top and side)	\$2500
Watermarking 50 images @ \$1/image	\$50
Standard SEO Optimization (such as meta tags and alt tags for images)	N/C
Additional updates and maintenance, tutoring, support etc.	TBD
<b>Total</b>	<b>\$2550</b>

In the agreement on the following three pages the term "the Client" shall be used to represent (insert name here), and the term "Contractor" shall be used to represent Lydia M. Glider – Shelley.

# Agreement:

Please provide the following information for my files so that we may work efficiently together:

Contact Name \_\_\_\_\_

Phone \_\_\_\_\_ FAX \_\_\_\_\_

Company/Client \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_ ZIP \_\_\_\_ Country \_\_\_\_

E-mail address \_\_\_\_\_

Alternate Contact Name \_\_\_\_\_

Phone \_\_\_\_\_ FAX \_\_\_\_\_

Company/Client \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_ ZIP \_\_\_\_\_ Country \_\_\_\_\_

E-mail address \_\_\_\_\_

Present domain name/URL (if applicable) and where it is registered:

\_\_\_\_\_

Username \_\_\_\_\_ Password \_\_\_\_\_

Present hosting service (if applicable):

\_\_\_\_\_

Username \_\_\_\_\_ Password \_\_\_\_\_

It is my desire to please the Client and provide personal and friendly service. Clarifying the fine points can help us both to rest assured that all has been covered. Therefore, these are the terms of our agreement together:

1. **Authorization.** The above – named Client is engaging Lydia M. Glider – Shelley, Webmaster, located in Hollywood, Florida, as an independent contractor for the specific project of developing a distinct world wide website to be installed on the Contractor's choice of web space on a web hosting service's computer. The Client also authorizes Contractor to publicize their completed website to Web search engines, as well as other Web directories and indexes, if contracted to do so.
2. **Websites Elements.** Contractor includes the following elements in these Websites:
  - **E-mail/phone consultation** (Unlimited Web design consultation)
  - **Words of text to be supplied by Client in electronic form or data-processing fees may apply** (Content)
  - **Links** to external pages (Unlimited)
  - **Photos and other miscellaneous graphic images supplied by Client, optimized and resized by Client or graphics manipulation fees may apply** (Unlimited, if provided in optimized format).
  - **Installation** of web pages on the selected web hosting service.
3. **Standard Website Package.** The content of the web pages (including graphics) will be supplied by the Client and executed as specified by the Client in the "Website Planning Worksheets" which, to ensure timely completion, are to be returned no later than the date on which weigh point #1 is reached. This website package includes 25 web pages. In case the Client desires additional web pages beyond the number of pages contracted for, the Client agrees to pay Contractor \$100 for each additional webpage.
4. **Maintenance and Hourly Rate.** This agreement does not include website maintenance beyond completion. Once the site has been completed, a maintenance agreement will be offered upon request. This may include such tasks as updating links and making changes to a sentence or paragraph. It may even include removing all text from a given page and replacing it with new text. **If the Client or an agent other than Contractor attempts updating the Client's pages, time to repair web pages will be assessed at an hourly rate, and is not included as part of the maintenance agreement.** Changes requested by the Client beyond those limits will be billed at the hourly rate of \$50. This rate shall also govern additional work authorized beyond the scope of this agreement and beyond the scope of any additional agreement or agreements. Complex CGI and/or JavaScript coding as well as Flash design/programming are NOT included nor are creation of graphic menus, banners, logos or trademarks. If desired, these items will be handled in separate proposals and a subsequent agreement or agreements.
5. **Changes to Text.** Please proofread each page as it is completed and **submit requested changes in a timely fashion.** Time required to make substantial changes to text after the project has been signed off on will be additional, billed at the hourly rate unless included in a separate maintenance agreement.
6. **Web Hosting.** Client's web hosting will be set up with my preferred provider, siteground.com in Client's name. It is Client's responsibility to ensure that it is paid in a timely fashion so that the website will remain online.
7. **Completion Date.** Contractor 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 \_\_\_ weeks from approval of mockup and resulting index page.
8. **Payment of Fees.** Fees to Contractor are due and payable on the following schedule: 50% upon signing this agreement; 20% at weigh point #1, approval of mockup and resulting index (home) page for site; 20% at weigh point #2, approval of site prior to final revisions; and 10% upon satisfactory completion of entire website\*. All payments will be made in US funds.
9. **Assignment of Project.** Contractor reserves the right to assign subcontractors to aspects of this project to ensure the right fit for the job, as well as timely completion.
10. **Legal Stuff.** Contractor does not warrant that the functions contained in these web pages or the Internet websites 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 websites is with Client. In no event will Contractor 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 websites, even if Contractor 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.
11. **Copyrights and Trademarks.** The Client represents to Contractor and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Contractor 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 Contractor and subcontractors from any claim or suit arising from the use of such elements furnished by the Client.
12. **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 Contractor and subcontractors from any claim, suit, penalty, tax, or tariff arising from the Client's exercise of Internet electronic commerce.

- 13. Copyright to Web pages.** Copyright to the finished assembled work of web pages produced by Contractor is owned by Contractor. Upon final payment of this agreement, the Client is assigned rights to use as websites the design, graphics, and text contained in the finished assembled websites. Rights to photos, graphics, source code, work-up files, and computer programs (if owned by parties other than Client) are specifically not transferred to the Client, and remain the property of their respective owners. Lydia Glider – Shelley and subcontractors reserve the right to display graphics and other Web design elements as examples of their work for the purpose of obtaining future Clients.
- 14. Payment of fees.** In order for Contractor 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. Contractor 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 only when signed by Lydia Glider – Shelley. Regardless of the place of signing of this agreement, the Client agrees that for purposes of venue, this agreement was entered into in Broward County, Florida, and any dispute will be litigated or arbitrated in Broward County, Florida. Contractor work diligently to deliver your sites on time... Client is respectfully asked to please do likewise and pay on time.
- 15. Sole Agreement.** The agreement contained in this "Website Development Agreement" constitutes the sole agreement between Contractor and the Client regarding these websites. Any additional work not specified in this agreement must be authorized by a written change order or covered under a separate agreement entirely. All prices specified in this agreement will be honored for one (1) month after both parties sign this agreement. If deposit is not received or funds have not cleared within one (1) month after both parties sign this agreement, this agreement will become null and void. Commencement of services after that time will require a new agreement.
- 16. Deposit and Refund Policy.**

The total amount of this agreement is \$2,550.00

This agreement begins with a deposit of \$1275.00, made payable to Lydia Glider – Shelley. If the Client should halt work and apply by email for a refund within 30 days to: Lydia M. Glider – Shelley, Lydia@rainbow-websites.com, work completed shall be billed at the hourly rate stated above, and deducted from the deposit, 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 deposit, the Client shall be liable to pay for all work completed at the hourly rate stated above. No portion of this deposit will be refunded unless written application is made (via email) within 30 days of signing this agreement.

\*Final payment may be due before satisfactory completion of entire website if delay is caused by Client's failure to provide necessary assets for work to proceed. (images, website copy, etc.) It is the Client's responsibility to ensure that Contractor has all information Client wishes to include in site prior to commencement of work, when this agreement is signed and deposit funds received. Any delay may jeopardize your requested deadline.

The undersigned agrees to the terms of this agreement on behalf of his or her organization or business.

On behalf of the Client (authorized by):

\_\_\_\_\_ Date \_\_\_\_\_

On behalf of Contractor (authorized by):

\_\_\_\_\_ Date \_\_\_\_\_