



Web Made Simple
www.webmadesimple.ca
112 O'Donnell Cr.
P.O. Box 293
Braeside, ON
K0A 1G0
Phone: 613.623.5667
E-Mail: sales@webmadesimple.ca

Website Design Agreement

Contact Name: _____

Phone: _____ **Fax:** _____

Company/Client: _____

Address: _____

City: _____ **Province:** _____ **Postal Code:** _____

Client E-mail Address: _____

WWW URL: _____ new transfer examples: info@domain.ca
Desired E-Mail(s) Address For Contact Page: _____ sales@domain.ca
 _____ webmaster@domain.ca
E-Mail Password: _____ contactus@domain.ca

With every project, you, the client, are in complete control and the website is not finished until you are 100% satisfied. The following are the terms of our agreement:

1. Authorization: The above-named client is engaging Web Made Simple, a Sole Proprietor, located at 112 O'Donnell Cr., Braeside, ON, as an independent contractor for the specific project of developing and/or improving (redesign) an Internet Site. The client hereby authorizes Web Made Simple to access the current domain account [if any] and web hosting account [if any] in order to switch them over to Web Made Simple's master domain account and virtual hosting space. The client also authorizes Web Made Simple to publicize their completed website to Web search engines, other Web directories and indexes, as well as to Web Made Simple's portfolio page.

2. Standard Website Package Elements: Web Made Simple includes the following elements in their Standard Website Packages:

- **Unlimited E-Mail/Phone consultation.** (Includes the following: general Internet orientation, marketing strategy, and Website design consultation [over phone, in person or e-mail]. Telephone long distance charges are in addition to package rates quoted.
- **Unlimited words of text** supplied electronically by the client via e-mail, diskette, CD, DVD or web pages. If the client supplies text by hard copy, a fee of \$10 per page will apply to transcribe the text electronically.
- **Unlimited links** to external pages, as needed.
- **Unlimited photos and other misc. graphic images** supplied electronically by the client. Additional charges will be charged for scanning photos at a rate of \$5 per page [several photos will generally fit on one page then cropped into individual files].
- **Domain Registration or Transfer** supplied through Web Made Simple. A yearly fee of \$25 will be charged. [First year free.]
- **Web Hosting** supplied through Web Made Simple. A monthly fee of \$25 will be charged yearly at a rate of \$300 (combine domain & hosting to save \$70/yr). [First year free.]
- **Unlimited maintenance** to existing or new web pages. (This is included in the hosting fee mentioned above).
- **Unlimited Email accounts.**
- **Unlimited Email forwarding.**
- **1 GB of disk space.** (Sites using more than 1 GB will be charge an additional \$5/mo.)
- **Unlimited bandwidth usage.**
- **Site optimized for search engines.**
- **Content Management System.** The client will have the ability to update their content on their website by themselves through their web browser.

3. Maintenance: Updating links and making changes to text. Monthly check of all links to make sure their still all active.

4. Standard Website Packages: The content of the web pages will be supplied by the client. This website includes unlimited static web pages and email setup.

5. Completion Date: Web Made Simple 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 30 DAYS from Initial Contract Approval, receipt of all required client material and receipt of 50% [non-refundable if contract cancelled by client] of the agreed upon website design fee.

6. Fees: Fees to Web Made Simple are due and payable on the following schedule: **50% [non-refundable if contract is cancelled by client] upon signing this contract, remaining 50% when the web pages have been constructed and proofed and the client is 100% satisfied** according to the client's original written specifications unless other arrangements have been agreed upon.

All payments will be made in Canadian funds made out to, "**Jeff O'Brien**". Web Made Simple accepts cash, personal or business cheques, and/or e-transfers.

7. Assignment of Project: Web Made Simple reserves the right to assign subcontractors to this project to insure the right fit for the job as well as on-time completion.

8. Legal: Web Made Simple does not warrant 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 website is with client. In no event will Web Made Simple 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, even if Web Made Simple 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.

9. Copyrights and Trademarks: The client represents to Web Made Simple and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Web Made Simple 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 Web Made Simple 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 the client is solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend Web Made Simple and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the client's exercise of Internet electronic commerce.

11. Copyright to Web pages: Copyright to the finished assembled work of web pages produced by Web Made Simple is owned by Web Made Simple (backend Content Management code only). Upon final payment of this contract, the client is assigned rights to use as a website the design and graphics contained in the finished assembled website. Rights to content, photos, and graphics remain the property of their respective owners and clients. Web Made Simple and its subcontractors retain the right to display graphics and other Website design elements as examples of their work in their respective portfolios.

12. Payment of fees: In order for Web Made Simple to remain in business, payments must be made promptly. Delinquent bills will be assessed a \$25 charge if payment is not received within 10 days of the due date. Web Made Simple reserves the right to remove web pages from viewing on the Internet until final payment is made. If an amount remains delinquent 30 days after its due date, an additional 5% penalty will be added for each month of delinquency and the website will be "**turned off**" from public viewing with a Splash Page stating that the website is undergoing routine maintenance. Web Made Simple reserves the right to "turn off" the website at any given time past the actual due date. If an amount remains delinquent 60 days after its due date, all files will be removed from the server and no duplication rights or usage will be granted. In case collection proves necessary, the client agrees to pay all fees incurred by that process. This Agreement becomes effective immediately upon website publishing and clients are encouraged to read Agreement terms carefully and thoroughly and ask questions to Web Made Simple if they should arise. Regardless of the place of reading / signing of this agreement, the client agrees that for purposes of venue, this contract was entered into in the City of Ottawa or Renfrew County, Ontario and any dispute will be litigated or arbitrated in the City of Ottawa or Renfrew County, Ontario.

13. Sole Agreement: The agreement contained in this **Website Design Agreement** constitutes the sole agreement between Web Made Simple, its subcontractors, 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 honoured for 12 months after all parties sign this contract. Fee increases will require a new contract agreement.

14. Refund Policy: If the client halts work and applies by registered letter for a refund within 30 days, to the Sole Proprietor of Web Made Simple, 112 O'Donnell Cr., P.O. Box 293, Braeside, ON, K0A 1G0, 613.623.5667, work completed shall be billed at the hourly rate of \$50/hr, and deducted from the initial payment, 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 initial payment, the client shall be liable to pay for all work completed at the hourly rate stated above. No portion of this initial payment will be refunded unless written application is made within 30 days of signing this contract. The above also applies to upfront hosting fees. No refunds for hosting will be made after 30 days unless server logs demonstrate that the website was not accessed via a standard internet browser.

The total amount of this Agreement is: \$750.00

This agreement begins with an initial payment of: 50% [non-refundable if contract is cancelled by client]

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 Web Made Simple (authorized signature)

_____ **Date:** _____

January 2017

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