

Web Site Design Project Contract

Client Information:

1. Authorization.

The above-named Client (hereinafter referred to as "Client") is engaging Dunlap Website Design as an independent contractor for the specific purpose of designing a World Wide Web site, herein after referred to as "Web Design Project", to be published on the Client's account on an Internet Service Provider (ISP)/Web Presence Provider (WPP) computer, herein after refer to as "Hosting Service", or provided on diskette at the Client's option. The Client hereby authorizes Dunlap Website Design to access this account, and authorizes the Hosting Service to provide Dunlap Website Design and its designer, Richard Dunlap, with "full access" to the Client's account, and any other programs needed for this Web Design Project that are included as part of the Client's service agreement/level. The Client also authorizes Dunlap Website Design to submit the completed Web Design Project to major Web Search Engines.

2. Development.

This Web Design Project will be developed using Web Easy Professional 10.

- **Compatibility** - Designing a web site to fully work in multiple browsers (and browser versions) can require considerable, extra effort. It could also involve creating multiple versions of code/pages. Dunlap Website Design represents and warrants that the web site we design for you will work in:
 - Microsoft® Internet Explorer versions 5 and up
 - Google Chrome
 - Mozilla Firefox version 1.0 and up

While Dunlap Website Design will make reasonable efforts to design a fully-functional web site, Dunlap Website Design's warranty does not cover AOL, text-based browsers or requested special effects that we have advised you against.

- **For People with Disabilities** – Dunlap Website Design' standard is to meet at least half the currently recommended guidelines for web site development. Without sacrificing quality

and design, we try to ensure that the content and functions we build into our web sites are available to all visitors.

3. Assignment of Web Design Project.

Dunlap Website Design reserves the right, and you hereby agree, to assign subcontractors to this Web Design Project to insure that the terms of this agreement are met as well as on-time completion.

4. Copyrights and Trademarks.

The Client unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Richard Dunlap and/or Dunlap Website Design for inclusion in the Web Design 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, indemnify and defend Richard Dunlap and Dunlap Website Design and its subcontractors from any liability (including attorney's fees and court costs), including any claim or suit, threatened or actual, arising from the use of such elements furnished by the Client.

5. Web Site Maintenance.

This agreement allows for minor web site maintenance to pages for the lifetime of your web site at no charge, up to an average of one half hour per regular web page, including updating links and making minor changes to a sentence or paragraph. It does not include major page reconstruction, new pages, guest books, discussion webs, navigation structure changes, attempted updates by Client repairs or Web Design Projects delivered to Client via diskette, U.S. mail and e-mail. The period begins on the date the Client's web site is available to be published to the Client's hosting service. Major page code and/or graphics changes and additions will be charged at the \$30.00 per hour rate. (Notice: This rate is subject to change at any time.) Continuous maintenance will be billed when \$250 has been reached, or in 30 day increments, whichever comes first. All payments, regardless of amount, must be made within 30 days.

6. Completion Date.

Dunlap Website Design and the Client must work together to complete the Web Design Project in a timely manner. We agree to work expeditiously to complete the Web Design Project no later than 30 days after Client has submitted all necessary materials. If the Client does not supply Dunlap Website Design with complete text and graphics content for this Web Design Project within 45 days of the effective date of this agreement, the entire deposit amount of

the agreement shall be retained by Dunlap Website Design as liquidated damages and the contract shall become null and void, at Dunlap Website Design' option, unless the Web Design Project is canceled in writing by the Client prior to 45 days of the effective date of the agreement.

7. Project Delivery.

The final web site design project will be published to the Client's hosting service upon receipt of final payment or delivered via diskette upon the receipt of full payment. The Client understands that Dunlap Website Design does not provide any hosting services in connection with this Web Design Project. Hosting services require a separate contract with the hosting service of the Client's choice. The Client agrees to select a hosting service which allows Dunlap Website Design full access to the Client's account via FTP (File Transfer Protocol). The Client will be solely responsible for any and all hosting service charges.

- **Publishing:**

- There is no charge to publish and Dunlap Website Design must use an FTP.

8. Electronic Commerce Laws.

The Client agrees that the Client is solely responsible for complying with any laws, taxes, and tariffs applicable in any way to the Web Design Project or any other services contemplated herein, and will hold harmless, protect, and defend Richard Dunlap and Dunlap Website Design and its subcontractors from any claim, suit, penalty, tax, fine, penalty, or tariff arising from the Client's exercise of Internet electronic commerce and/or any failure to comply with any such laws, taxes, and tariffs.

9. Web Design Project Copyright.

Copyright to the finished web design site produced by Dunlap Website Design will be owned by Richard Dunlap and/or Dunlap Website Design. The Client will be assigned rights to use the Web Design Project as a web site, once final payment under this agreement and any additional charges incurred have been paid. Rights to photos, graphics, source code, work-up files, and computer programs specifically are not transferred to the Client, and remain the property of their respective owners. Dunlap Website Design and its subcontractors retain the right to display graphics and other Web Design elements as examples of their work in their respective portfolios. All Web Design Projects will contain a

copyright/legal statement with a link to Dunlap Website Design' Web Site.

10. Payments.

Payments must be made promptly based on the terms of this Web Site Design Project. Dunlap Website Design reserves the right to remove any Web Design Project from viewing on the Internet until final payment is made. All payments are to be made within 30 days after completion and approval of the Web Design Project by the Client. In case collection proves necessary, the Client agrees to pay all fees (including all attorney's fees and court costs) incurred by that process. This agreement becomes effective only when signed by Dunlap Website Design. Regardless of the place of signing of this agreement, the Client agrees that for purposes of venue, this agreement was entered into Belmont County, Ohio, and any dispute will be litigated or arbitrated in Belmont County, Ohio and the Client hereby consents to the personal jurisdiction of the Ohio State Courts. Furthermore, the Client waives any right to or claim of sovereign immunity. Adding of Meta Tags (Description and Keywords) and the submission of the Web Design Project to Web search engines and updating occur only after the full final payment is made. If payment is there will be a \$50 late fee. The fee will be placed on 30, 45, 60, etc. days after the bill is due until the bill is paid. All payments will be made in U.S. Dollars.

11. Payment Schedule.

Payment for services provided hereby shall be made in accordance with the conditions contained in this contract and the Package Price, attached hereto and made a part of this agreement hereof.

Notwithstanding any prices listed in literature or on Web pages, the Client and Dunlap Website Design agree that the services described in this contract, The Client agrees to pay to Dunlap Website Design an initial, 50% to start the website. 40% will be due when the website is done and 10% when it put on the internet. All amounts must be in U.S. Dollars. If payment is there will be a \$50 late fee. The fee will be placed on 15, 30, 45, etc. days after the bill is due until the bill is paid.

12. Legal Notice.

Notwithstanding anything to the contrary contained in this contract, neither Dunlap Website Design nor any of its employees or agents, warrants that the functions contained in the Web Design Project will

be uninterrupted or error-free. The entire risk as to the quality and performance of the Web Design Project is with the Client. In no event will Richard Dunlap and/or Dunlap Website Design be liable to the Client or any third party for any damages, including, but not limited to, service interruptions caused by Acts of God, the Hosting Service or any other circumstances beyond our reasonable control, any lost profits, lost savings or other incidental, consequential, punitive, or special damages arising out of the operation of or inability to operate this Web Design Project, failure of any service provider, of any telecommunications carrier, of the Internet backbone, of any Internet servers, your or your site visitor's computer or Internet software, even if Dunlap Website Design has been advised of the possibility of such damages.

13. This Agreement.

This agreement constitutes the sole agreement between Dunlap Website Design and the Client regarding this Web Design Project. Any additional work not specified in this contract or any other amendment or modification to this contract must be authorized by a written request signed by both Client and Dunlap Website Design. All prices specified in this contract will be honored for 6 months after both parties sign this contract. Continued services after that time will require a new agreement.

The undersigned hereby agree to the terms, conditions and stipulations of this agreement on behalf of his or her organization or business.

This Agreement constitutes the entire understanding of the parties. Any changes or modifications thereto must be in writing and signed by both parties.

AGREED TO:

Client

(Sign) By _____

Date _____

(Print) Name:

Address:

Phone:

E-mail:

Dunlap Website Design

Richard L. Dunlap (Webmaster)

Date: 6/28/2014