



Website / Design Contract

Contact Name	
Phone	
FAX	
Company/Client	
Address	
City, State & Zip	
Contact's email address	
Present domain name (if any):	
<i>username:</i>	
<i>Password:</i>	
Present Web Hosting service (if any):	
<i>username:</i>	
<i>Password:</i>	

Authorization

The above-named client is engaging TP Web Designs (Tina Perdue) for the specific project of developing and/or improving a World Wide Website to be installed on the client's web space on a web hosting service's computer. The client hereby authorizes TP Web Designs to access this account, and authorizes the web hosting service to provide TP Web Designs with "write permission" for the client's control panel.



Website Package & Pricing

The type of package varies with each client. For the purpose of the agreement between the designer and client (as indicated in this contract), the type of package for which the website will be built and is subject to add-on items upon request and approval from the client can be indicated here.

Please initial which package (number quantity) you and the designer have agreed upon:

_____	Basic Template + 1 secondary page	\$400
_____	Additional pages in site	\$105 / per page

Additional / "Add-ons"

_____	Flash Design in Site	starting at \$1,000
_____	Ecommerce in Site	starting at \$1,000
_____	Contact Form	starting at \$200
_____	Photo Gallery	starting at \$100
_____	Site Map	\$105
_____	Logo Design	\$250.00
_____	Pre-Consulting & setting up Web-Host***	\$50 - (waived when services hired to design website)
_____	Email Marketing / Newsletter	
_____	Advertising Template	\$350

_____ Also, please initial (here) that you understand that in the event you need a customization of pricing for the following, you understand that these items can be built on a per hour basis:

- **Technical Support and changes post-completion** - \$40/hour
(includes domain/hosting transfers, etc.)
- **Graphic Design/Custom Imaging** - \$45/hour
- **Website Maintenance Plan** - \$100/month



Definitions:

* **Template:** is a one (1) page design in HTML, which may include other files (i.e. images) for getting the client started. Not used if the client hires to do entire site.

** **Pages:** not to be read as Navigational links, but rather, how many different pages are within the entire site (i.e. see your "Site Map" for total # of pages)

*** **Pre-consult & set-up:** is for getting initial consultation on web and graphics and when the client only needs the help in getting their domain name on-line and no designing is necessary (except for a "Under Construction" disclaimer on their main URL).

Level of service to be determined by web designer and agreed between both parties (designer and client). This Pricing Sheet is subject to change without notice. All quotes are held firm for a period of thirty (30) days. If any payment is not rendered within ninety (90) days of the date completed/uploaded or turned in to customer, designer has the right to remove content from website.

Web Hosting & Domain Name

Web Hosting. The client understands that any web hosting services require a separate contract with a Web Hosting service. The client agrees to select a web hosting service which allows TP Web Designs (Tina Perdue) full access to the website and control panel.

Domain Name. The client also understands that the domain name is also a separate contract with a Domain Name provider. The client agrees to allow TP Web Designs (Tina Perdue) access to the Domain Name provider account, in the event it is needed to acquire information to the DNS.

It is recommended that you combine your hosting and domain name with the same service, because in most cases, you can save money and you will not incur additional costs to build your site (i.e. domain name server pointing takes additional time).



Completion Date

TP Web Designs and the client must work together to complete the website in a timely manner.

If the client does not supply TP Web Designs complete materials (text and graphics content for all web pages contracted) within eight (8) weeks of the date this signed contract, a percentage of the total agreed amount of the contract becomes due and payable (not to exceed the entire contracted amount).

Both parties agree to work expeditiously to complete the website no later than _____.

Payment of Fees

Payment to TP Web Designs is due and payable on the following schedule:

- Upon signing this contract - contracted estimate of 25% (or more at designer's discretion)
- After main template of site and all corresponding navigational link pages have been created – contracted estimate of 50% (or more at designer's discretion)
- Completion of site - Full contracted estimate, plus any additional ("Add-on") items due on date of completion

All invoices are due upon receipt, therefore payments must be made promptly. If payment is not received within 30 days of the due date, on the 31st day a 15% charge will be added to the total amount due. If an amount remains delinquent 60 days after its due date, on the 61st day an additional 5% penalty will be added for each month of delinquency. TP Web Designs 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.

Upon signing this agreement, it only becomes effective when signed by TP Web Designs (Tina Perdue). Regardless of the place of signing of this agreement, the client agrees that for purposes of venue, this contract was entered into in Parker County, Texas, and any dispute will be litigated or arbitrated in Parker County, Texas.



Legal

TP Web Designs (Tina Perdue) does not warrant that the functions contained in these web pages or the Internet website 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 website is with client. In no event will TP Web Designs 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.

The client represents to TP Web Designs and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to TP Web Designs 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 TP Web Designs from any claim or suit arising from the use of such elements furnished by the client.

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 TP Web Designs from any claim, suit, penalty, tax, or tariff arising from the client's exercise of Internet electronic commerce.

Copyright to the finished assembled work of web pages produced by TP Web Designs is owned by TP Web Designs. Upon final payment of this contract, the client is assigned the right to use as a website the design, graphics, and text contained in the finished assembled website. TP Web Designs retains the right to display graphics and other Web design elements as examples of their work in its respective portfolio(s).



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www.tpwebdesigns.com

TP WEB DESIGNS
CREATIVE SOLUTIONS FOR YOU

Sole Agreement

The agreement contained in this "Website Design Contract" constitutes the sole agreement between TP Web Designs and the client regarding this website. Any additional work not specified in this contract must be authorized by a written change order.

Contracted Estimate is \$_____ (see page 2 of this document to calculate)

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

ON BEHALF OF THE CLIENT:

(client name)

_____ Date _____
(authorized signature)

ON BEHALF OF TP WEB DESIGNS:

Tina Perdue

_____ Date _____

(Document 3 of 3)

[Used in conjunction with the Website Content Worksheet and the Website Planning Outline]



To submit this Website Design Contract, please do so via these options:

- ◆ scan and email to:

tina@tpwebdesigns.com

- ◆ mail a hard copy to:

Tina Perdue
117 Serrano Court
Weatherford, TX 76087

- ◆ If you wish to fax, please call first:

(817) 341-1699

On behalf of TP Web Designs, Thank You!

Am looking forward to building your website!