

**Contract for Design**

**Arsat Web Development**

**Contact Information:**

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Company/client: \_\_\_\_\_

Address: \_\_\_\_\_

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

**Web Site Information:**

Present WWW URL (if any): \_\_\_\_\_

New domain name(s) requested (if applicable): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Other domain choices if first choice not available:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## 1. Definition of Terms

ARSATWEB: Arsat Web Development, a Sole Proprietorship, located at 4449 Blue Bluff Road, Martinsville, IN 46151

CLIENT: \_\_\_\_\_

ISP: Hostmonster.com – Not liable in any way to this CONTRACT

CONTRACT: This agreement and its attachment(s) as listed below.

ATTACHMENT(s): “Web Site Design Worksheet” and “Payment Schedule”

## 2. Authorization

The above named CLIENT is engaging in ARSATWEB as an independent contractor for the specific project of developing and/or improving a World Wide Web site to be installed on the CLIENT's Web space located on an ISP's computer. The CLIENT hereby authorizes ARSATWEB to access this ISP account, and authorizes the ISP to provide ARSATWEB with any necessary “write permission” for the CLIENT's Web page directory, cgi-bin directory, and any other directories or programs that need to be accessed for this project. The CLIENT also authorizes ARSATWEB to publicize its completed Web site to Web search engines, as well as other Web directories and indexes.

## 3. Warranties

ARSATWEB represents and warrants to the CLIENT that it has the experience and ability to perform the services required by this CONTRACT; that it will perform said services in a professional, competent, and timely manner; that it has the power to enter into and perform this CONTRACT; and that its performance of this CONTRACT shall not infringe upon or violate the rights of any third party or violate any federal, state, and municipal laws. However, CLIENT will not determine or exercise control as to general procedures or formats necessary to have these services meet CLIENT's satisfaction.

The CLIENT represents and warrants to ARSATWEB that it will provide CLIENT materials as required in a professional, competent, and timely manner; that it has the power to enter into this Agreement on behalf of CLIENT; and that its performance of this CONTRACT shall not infringe upon or violate the rights of any third party or violate any federal, state, and municipal laws.

## 4. Standard Web Site Products and Web Site Hosting Services

The standard Web site development as defined through ARSATWEB is as follows:

- E-mail/phone consultation. (Initial planning/development consultation is free.)
- Up to two hours total general Internet orientation, education, marketing strategy, and Web design consultation. Telephone long-distance charges are in addition to rates quoted. Additional education and consultation is at our hourly rate of \$20 (Rate may be subject to change upon completion of this CONTRACT in accordance to the standard of living).
- Up to six Web pages—for example, a home page, map and directions page, about us page, contact page, products page, and products detail page.
- Text. Final text shall be supplied by the CLIENT. (250 words per Web page approximate maximum if not supplied via electronic means. Web pages with more than 1,500 words of text will be subject to additional fees for increased formatting time.)

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- Links. Up to an average of 2.5 external links per page, and an e-mail response link on each Web page to any e-mail address the CLIENT designates.
- Custom graphics. Company logo or other top-of-page graphic, bullets, lines, colored or textured background, as well as two photos or graphics per page are included. It is up to the CLIENT to provide and preferred content to ARSATWEB, in absence of such content, ARSATWEB will include content as needed. Beyond the two photos or graphics per page, and extra charge will apply for scanning services, photography, and graphical design and modification.
- Installation of Web pages on the CLIENT's ISP host computer.
- A maximum of two revisions of the draft Web site that will be included at no extra cost to create the look and feel that is desired. Further revisions will be billed at the normal hourly rate of \$30.
- Minor updates and changes to existing Web pages for two weeks from completion of Web site (includes up to a half-hour per page total, subject to the limits outlined below).
- Initial registration to the top ten search engines offering free listings, such as AltaVista, Excite, Google, and Yahoo!. The top ten search engines will be determined by ARSATWEB. At no time does ARSATWEB promise or imply that we guarantee CLIENT's Web site a certain rating in the search engines.

ARSATWEB does not claim or imply to be an Internet World Wide Web service provider, and outsources all Web hosting services to ISP that is not bound by this CONTRACT. ISP agreements can be found by contacting the ISP, and ARSATWEB is not responsible for presenting said agreements to CLIENT, though CLIENT can ask for one free copy of ISP agreements for CLIENT's review.

ARSATWEB will utilize ISP to provide service to CLIENT when in reference to Web hosting. CLIENT is responsible for all hosting fees due to ISP; ARSATWEB does not charge for Web hosting, and claims no responsibility for ISP's actions.

### **5. Fees**

ARSATWEB will execute this Web site design as specified by the CLIENT requirements as terms of this CONTRACT and incorporated in this CONTRACT. Unless specified otherwise in the ATTACHMENT or additional contracts, this Web site includes up to six Web pages. Additional pages can be generated at an hourly rate of \$30 (Rate is not locked by CONTRACT and is subject to change. Rate will only be locked in once Additional Pages Contract has been agreed upon and signed by ARSATWEB and CLIENT, and rates will only lock for the duration of said contract).

Graphics or photos beyond the allowed average of two per Web page shall be billed at an additional \$5 each. Where custom graphic work (beyond the scope of the "Custom Graphics" detailed above) is requested, it will be billed at an hourly rate of \$20.

## **6. Maintenance**

This CONTRACT does not include our maintenance contract. Web page maintenance will be the responsibility of the CLIENT. If a maintenance service agreement is entered into between ARSATWEB and the CLIENT, it will be contained within its own documentation and is not connected to this CONTRACT. However, this CONTRACT does include minor modifications and corrections requested within a two-week period up to an average of one half-hour per page, including updating links and making minor changes to a sentence or paragraph. It does not include removing nearly all text/content from a page and replacing it with new text/content. If the CLIENT or an agent other than ARSATWEB attempts to update the CLIENT's pages during that time, time to repair the Web pages will be assessed at the hourly rate of \$30, and is not included as part of the modification time.

## **7. Payment**

All services agreed to in this CONTRACT shall be sold for the price specified at the end of this document. Payment shall be by cash, check, or credit card (via Paypal.com, conditions will be individually specified by ARSATWEB for each case of payment), in U.S. Dollars, and made payable to “Michael K. Purdue.”

## **8. Payment Terms**

Unless otherwise stated in the “Payment” document attached to this agreement, the following standard terms apply. A minimum deposit of fifty percent (50%) of the design cost estimate is required to commence work. The site will then be put on line on a draft directory of ARSATWEB's primary website, [www.arsatweb.com](http://www.arsatweb.com). Directions for the CLIENT's viewing will be provided by ARSATWEB. During this proofing stage, typographical errors, design changes, and Web hosting time frame begins when the initial deposit is made and the draft site is put on line. Payment for the site must be made in full before the site will be moved to the main directory of the CLIENT's ISP. Marketing of the site in the top ten search engines and directories will occur only after the final payment is made.

## **9. Completion Date**

ARSATWEB and the CLIENT must work together to complete the Web site in a timely manner. Much of this depends on receiving the appropriate input, images, and text from the CLIENT. We agree to work expeditiously to complete the Web site in a professional and timely fashion.

## **10. Assignment of Project**

ARSATWEB reserves the right to assign subcontractors to this project to ensure the right fit for the job as well as on-time completion. ARSATWEB will be responsible for the final results of the project. If an outside contractor is necessary, ARSATWEB will contact the CLIENT in regards to additional funding required, if any.

## **11. Additional Expenses**

CLIENT agrees to reimburse ARSATWEB for any additional expenses necessary for the completion of the work. Examples would be purchase of special fonts, stock photography, etc.

## **12. Additional Services**

Any revisions, additions, or redesign CLIENT wishes ARSATWEB to perform not specified in this document shall be considered “additional” and will require a separate Agreement and payment.

## **13. Copyrights and Trademarks**

The CLIENT represents to ARSATWEB and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to ARSATWEB for inclusion to the 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 ARSATWEB and its subcontractors from any claim or suit arising from the use of such elements furnished by the CLIENT.

## **14. Age**

CLIENT certifies that he or she is at least eighteen years of age.

## **15. Limited Liability**

CLIENT hereby agrees that any material submitted for publication will not contain anything leading to an abusive or unethical use of the Web Hosting Server. Abusive and unethical materials and uses include, but are not limited to, pornography, obscenity, nudity, violations of privacy, computer viruses, any harassing and harmful material or uses, any illegal activity or material advocating illegal activity, and any infringement of privacy or libel.

CLIENT hereby agrees to indemnify and hold harmless ARSATWEB from any claim resulting from CLIENT's publication of material or use of those materials. CLIENT hereby agrees to indemnify and hold harmless ARSATWEB in any claim resulting from the submission of illegal materials.

If ARSATWEB shall acquire an Internet domain name on behalf of the CLIENT, then in such case CLIENT hereby waives any and all claims which it may have in relation to the registration of such domain name in any on line or off-line network directories, membership lists, or registration lists, or the release of the domain name from such directories or lists following the termination of the providing of this service by ARSATWEB for any reason.

Under no circumstances, including negligence, shall ARSATWEB, its offices, agents, or anyone else involved in creating, producing, or distributing its services, be liable for any direct, indirect, incidental, special, or consequential damages that result from the use or inability to use ARSATWEB's services; or that result from mistakes, omissions, interruptions, deletion, or loss of files or data, errors, defects, delays in operation or of performance, whether or not limited to acts of God, communication failure, theft, destruction, or unauthorized access to ARSATWEB's records, programs, or services. CLIENT maintains sole responsibility for data backups and restoration. CLIENT hereby acknowledges that this paragraph shall apply to all content on ARSATWEB's services.

Notwithstanding the above, CLIENT's exclusive remedies for all damages, losses, and causes of actions whether in CONTRACT, tort including negligence, or otherwise, shall not exceed the aggregate dollar amount that CLIENT paid during the term of this CONTRACT and any reasonable attorney's fee and court costs.

## **16. Indemnification**

CLIENT agrees that it shall defend, indemnify, save, and hold ARSATWEB harmless from any and all demands, liabilities, losses, costs, and claims, including reasonable attorney's fees ("Liabilities") asserted against ARSATWEB, its agents, clients, servants, officers, and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by CLIENT, its agents, employees, or assigns. CLIENT agrees to defend, indemnify, and hold harmless ARSATWEB against Liabilities arising out of any injury to person or property caused by any products or services sold or otherwise distributed in connection with ARSATWEB's service, any material supplied by CLIENT infringing on the proprietary rights of a third party, copyright infringement, and any defective product which CLIENT has sold from the Web site ARSATWEB has designed.

## **17. Laws Affecting 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 ARSATWEB and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the CLIENT's use of Internet electronic commerce.

## **18. Copyright to Web Pages**

Copyright to the finished, assembled work of Web pages produced by ARSATWEB is owned by ARSATWEB. Upon final payment of this CONTRACT, the CLIENT is assigned rights to use as a Web site the design, graphics, and text contained in the finished, assembled Web site. Rights to photos, graphics, source code, work-up files, and computer programs are specifically not transferred to the CLIENT, and remain the property of their respective owners. ARSATWEB and its subcontractors retain the right to display graphics and other Web design elements as examples of their work in their respective portfolios.

## **19. Authorship Credit**

CLIENT may select that ARSATWEB includes a byline and link on the bottom of their Web page establishing authorship credit. This byline is upon agreement by both ARSATWEB and CLIENT and must be removed at any time upon written request by ARSATWEB.

## **20. Nondisclosure**

ARSATWEB, its employees, and subcontractors agree that, except as directed by CLIENT, it will not at any time during or after the term of this CONTRACT disclose any Confidential Information to any person whatsoever.

## **21. Cancellation.**

In the event that work is postponed or canceled at the request of the CLIENT by registered letter, ARSATWEB shall have the right to bill pro rata for work completed through the date of that request, while reserving all rights under this CONTRACT. If additional payment is due, this shall be payable within thirty days of the CLIENT's notification to stop work. In the event of cancellation, the CLIENT shall also pay any expenses incurred by ARSATWEB and ARSATWEB shall own all rights to the work. The CLIENT shall assume responsibility for all collection of legal fees necessitated by default in payment.

**22. Refund Policy.**

If the CLIENT applies by a registered letter for a refund within fifteen (15) days of signing this CONTRACT, work already completed shall be billed at an hourly rate of \$30 and deducted from the initial payment. If the work that has been completed is beyond the amount covered in the initial payment, the CLIENT shall be liable to pay for all work completed at the hourly rate of \$30.

**23. Arbitration**

Any disputes in excess of \$1,000 (or the maximum limit for small claims court) arising out of this CONTRACT shall be submitted to binding arbitration before the Joint Ethics Committee or a mutually agreed upon Arbitrator pursuant to the rules of the American Arbitration Association. The Arbitrator's award shall be final, and judgment may be entered in any court having jurisdiction thereof. The CLIENT shall pay all arbitration and court costs, reasonable attorney's fees, and legal interest on any award or judgment in favor of ARSATWEB.

**24. Payment of Fees**

In order for ARSATWEB to remain in business, payments must be made promptly. Invoices are due upon receipt. Delinquent bills will be assessed a \$15 charge if payment is not received within ten days of the due date. If an amount remains delinquent thirty days after due day, an additional five percent (5%) penalty will be added for each month of delinquency. ARSATWEB 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 CONTRACT becomes effective only when signed by ARSATWEB. Regardless of the place of signing of this CONTRACT, the CLIENT agrees that for purposes of venue, this CONTRACT was entered into in Morgan County, Indiana, and any dispute will be litigated or arbitrated in Morgan County, Indiana. Please pay on time.

**25. Entire Understanding.**

This CONTRACT constitutes the sole agreement between ARSATWEB and the CLIENT regarding its Web Design Service. It becomes effective only when signed by both parties. This CONTRACT shall be governed and construed in accordance with the laws of the State of Indiana. The parties agree that if any part, term, or provision of this Agreement shall be found illegal or in conflict with any valid controlling laws, the validity of the remaining provisions shall not be affected thereby.

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

**On behalf of the CLIENT:**

\_\_\_\_\_  
**On behalf of ARSATWEB**

**Date** \_\_\_\_\_

\_\_\_\_\_

**Date** \_\_\_\_\_