

Web Site Design Agreement

To be digitally signed and returned by email

This **AGREEMENT** is dated and in effect as of the ____ of _____, _____, between _____ of _____, hereafter referred to as "Client" and Annie Minton, hereafter referred to as "Consultant".

This agreement is with respect to the design or re-design of _____ website, hereinafter referred to as the "Work". Whereas, Consultant is a professional web designer of good standing; Whereas, Client wishes Consultant to create certain Work described more fully herein; and Whereas, Consultant wishes to create such Work; Now, therefore, in consideration of the foregoing premises and the mutual covenants hereinafter set forth and other valuable considerations, the parties hereto agree as follows:

CONFIDENTIALITY:

The Client and Consultant may disclose confidential information one to the other to facilitate Work under this Agreement. Such information shall be so identified in writing at the time of its transmittal, and shall be safeguarded and not disclosed to third parties by the receiving party. Confidential information shall not include information that:

- a) is already known to the party to which it is disclosed;
- b) is or becomes part of the public domain without breach of this Agreement;
- c) is obtained from third parties, which have no obligations to keep confidential to the parties to this Agreement.

WEBSITE CONTENT:

Website Content documents and attachments will describe the Work that is required of Consultant for the Client, and must be provided in the following manner:

A Website Brief and Website Structure outlined in the supplied document named 'Website Brief'.

PAYMENT SCHEDULE:

The full length of this agreement is as follows:

Agreed starting date is ____ day of _____, _____ and estimated completion* date is ____ day of _____, _____ for the total amount of \$_____.

Client shall pay Consultant \$_____, as a deposit for project commencement, payable on signing of this agreement.

The balance of \$_____ is due on completion date, and prior to file relinquishment, or upload and/or assembly of website on Client's web server.

DUE DATES AND EXPECTATIONS:

*The Consultant will make every effort to meet the agreed upon due date. The Client should be aware that work will not begin until the majority of content is received, on the agreed starting date shown above. The deposit is non-refundable. Every effort will be made by the Consultant to design a website according to the Website Brief supplied, but the Client should be aware that if design requirements are not supplied in a clear manner, the finished result may not be entirely as imagined.

FEES & ADDITIONAL SERVICES:

Changes in client input or direction or excessive changes will be charged at \$90 per hour. Any work the Client wishes the Consultant to create, which is not specified in the DESCRIPTION section of this agreement, or provided in the completed Content Worksheet will be considered an additional service. Such Work shall require a separate Agreement and payment separate from and above that specified in this Agreement.

EXPENSES:

Client agrees to reimburse Consultant for any of the following expenses necessary in completion of the Work: (e.g. Fonts, Messengers, Proofs, Props, Research, Shipping, Software, Stock Photography, Travel).

ASSIGNMENT OF WORK:

Consultant reserves the right to assign other designers or subcontractors to the Work to ensure quality and on-time completion.

RESERVATION OF RIGHTS:

All rights not expressly granted hereunder are reserved to Consultant, including but not limited to all rights in sketches, compositions, or other preliminary materials.

PERMISSIONS AND RELEASES:

The Client agrees to indemnify and hold harmless Consultant against any and all claims, costs, and expenses, including attorney's fees, due to materials included in the Work at the request of the Client for which no copyright permission or previous release was requested or uses which exceed the uses allowed pursuant to a permission or release.

PUBLICATION:

The Client may publish or disclose information regarding the Work and shall acknowledge the support of Consultant in all such publications. The Client will not use the name of Consultant, in any advertising or publicity without the prior written approval from the Consultant. The Consultant will not use the name of Client, in any advertising or publicity without the prior written approval from the Client.

COPYRIGHT NOTICE:

Copyright is in Consultant’s name. Upon completion of Work, the copyright will only be released to the Client upon the Consultant’s signing of a Release of Copyright.

TERMINATION:

Either party may terminate this Agreement by giving 30 days written notice to the other of such termination. In the event that Work is postponed or terminated at the request of the Client, Consultant shall have the right to bill pro rata for work completed through the date of that request, while reserving all rights under this Agreement. If additional payment is due, this shall be payable within seven days of the Client’s written notification to stop work. In the event of termination, the Client shall also pay any expenses incurred by Consultant and the Consultant shall own all rights to the Work. The Client shall assume responsibility for all collection of legal fees necessitated by default in payment.

The Client and Consultant are independent parties and nothing in this Agreement shall constitute either party as the employer, principal or partner of or joint venture with the other party. Neither the Client nor Consultant has any authority to assume or create any obligation or liability, either express or implied, on behalf of the other.

This Agreement shall be governed by and construed in accordance with the laws of Australia applicable therein.

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

On behalf of the Client: _____ Date _____

On behalf of Consultant: _____ Date _____