

# Website Design Agreement

Company/Client :

E-mail address :

**1. Authorization.** The above-named client is engaging Capaldi Web Design, as an independent contractor for the specific project of developing and/or improving a website to be installed on the client's web space on a web hosting service's computer. The client hereby authorizes Capaldi Web Design to access this account, and authorizes the web hosting service to provide Capaldi Web Design with full access to the client's webpage directory, any other directories or programs which need to be accessed for this project, and full access to the Client's account via FTP.

**2. Development.** This Web Design Project will be developed using Wordpress.

**3. Compatibility:** Designing a web site to fully work in multiple browsers (and older browser versions) can require considerable, extra effort. Capaldi Web Design warrants that the website we build for you will work in the latest versions (as of date of this contract) of the major browsers (Internet Explorer, Safari, Firefox). While Capaldi Web Design will make reasonable efforts to design a fully-functional web site in all Browsers and older versions, Capaldi Web Design's warranty does not apply to damages or errors resulting from out of date browsers, text-based browsers, or requested special effects that we have advised you against.

**4. Basic Website Package (Basic Site).** Capaldi Web Design includes the following elements in the Basic Website Packages:

- 3-5 pages, including email contact form to any e-mail address the client designates and optional blog page (blog content supplied by client)
- Inclusion of 1 logo, and up to 2 photographs/graphics and 1 video per page. (All media, graphics and photos supplied by client; you can also hire us for an additional fee to design a logo and/or take photos ).
- SEO (search engine optimization), though there are many parts to SEO, this basic website includes meta keyword tags, meta description, page titles and URL (if not already obtained). We do not guarantee that your website will rank high or low in the search engines based on this. If you want to be guaranteed high rank results, you can hire Capaldi Web for one of our SEO packages.
- Website content, Words of text supplied by the client (Usually around 200 words per page, web pages of more than 500 words of text may be subject to additional fees, especially if they require a great deal of formatting.)
- Set up domain name and hosting (hosting fee not included)
- One Consultation by E-mail, phone, or in person (general Internet orientation education, Web design consultation).
- Links to external pages, up to an average of 2 per page, unless there is a link page, there will be the standard hourly \$35.00 an hour fee for a link page with more than 10 links.
- Header image (same one on each page, can have a different image on home page for additional fee), usually a logo goes here, supplied by client, we can create one for additional fee.
- Updates and changes to existing web pages after completing and launching the website is subject to an hour rate of \$35.00.

**5. If you hire us beyond the Basic Website Packages.** Additional services and prices of each are detailed on the attached Exhibit "A". E-commerce stores are limited to 20 products, more than 20 products will result in a \$35.00 an hour fee.

**6. Web Hosting.** The client understands that any web hosting services require a separate contract with a web hosting service. Capaldi Web can be hired for hosting your website, please see our hosting agreement. If you are not using Capaldi Web to host, the client agrees to select a web hosting service which allows Capaldi Web Design full access to the website and a CGI-bin directory via FTP and telnet. The web hosting company must be Wordpress compatible.

**7. Changes to Submitted Text.** Please send us your **final text**. Time required to make substantive changes to client-submitted text after the web pages have been constructed could be additional, billed at the hourly rate.

**8. Quotes and project timelines.** Please be aware that projects are subject to change based on the actual development, planning, and requirements of the service provided. While we will certainly make every effort to do so, we make no guarantees that we will meet every timeline that we propose.

**9. Completion Date.** Capaldi Web Design 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 after Capaldi Web receives all materials from client \_\_\_\_\_**.

Client must supply all text and pictures that they are accountable for, within a reasonable amount of time. If client has not supplied this within 45 days of signing this agreement, Capaldi Web Design has the right to terminate project and withhold deposit.

**10. Fees.** Fees to Capaldi Web Design are due and payable on the following schedule: 50% upon signing this contract, 50%, when the web pages have been constructed and before website is made public, according to the client's original written specifications in the work estimate. The final payment must be made after you have approved the completed site and prior to Capaldi Web Design loading your new site online to the hosting ISP. All payments will be made in U.S. funds. Payment is accepted in the form of cash or check. All check payments should be made payable to "**Justin Capaldi**".

**11. Approvals:** Capaldi Web Design will build a rough draft of the site with for the client to approve the general layout and colors of the site. Capaldi Web will make up to 3 edits of the basic design. Once the client approves, and Capaldi Web Design goes forward, any major changes by the client after this initial approval, will be charged the hourly rate of \$35.00 for these new major changes.

**12. Legal Stuff.** Capaldi Web Design 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 Capaldi Web Design be liable for service interruptions caused by Acts of God, service interruptions caused the Hosting Service, problems arising from any configuration on the hosting companies part including but not limited to the configuration of Wordpress, or any other circumstances beyond our reasonable control, 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, 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, for any unforeseen changes Wordpress might make in their platform or any unforeseen problems arising from Wordpress updates or the Wordpress themes or theme's updates, even if Capaldi Web Design has been advised of the possibility of such damages. Capaldi Web Design shall not be held responsible for any actions brought against the client as a result of the website content, products the client sells through the website, or any unforeseen actions against the client regarding the client's website's purpose, and that the client will reimburse Capaldi Web Design if subjected to such actions. 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.

**13. Copyrights and Trademarks.** The client represents to Capaldi Web Design and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Capaldi Web Design 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 Capaldi Web Design and its subcontractors from any claim or suit arising from the use of such elements furnished by the client. Capaldi Web Design has the right for our design notice to appear on the home page of your site. You can choose the size, position and font color (so long as it is legible).

**14. 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 Capaldi Web Design and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the client's exercise of Internet electronic commerce.

**15. Copyright to Web pages.** 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. Capaldi Web Design retains the right to display graphics and other Web design elements as examples of work in their respective portfolios.

**16. Payment of Fees.** Capaldi Web Design reserves the right to remove web pages from viewing on the Internet until final payment is made. This agreement becomes effective only when signed by Capaldi Web Design. Regardless of the place of signing of this agreement, the client agrees that for purposes of venue, this contract was entered into in Providence, Rhode Island, and any dispute will be litigated or arbitrated in Providence, Rhode Island.

**17. Sole Agreement.** The agreement contained in this "Website Design Contract" constitutes the sole agreement between Capaldi Web Design 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 honored for three (3) months after both parties sign this contract. Continued services after that time will require a new agreement.

**18. Confidentiality.** We respect your privacy. All information collected from the client by Capaldi Web Design will be kept strictly confidential and will not be shared, sold, reused, rented, loaned, or otherwise used in ways that could harm client. Capaldi Web Design has a fiduciary duty to client, and client has a fiduciary duty to Capaldi Web Design.

**19. Initial Payment and Refund Policy.** The total amount of this contract is \$  
This agreement begins with an initial payment of (*Received*\_\_\_\_\_). 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 \_\_\_\_\_

Capaldi Web Design (authorized signature):

\_\_\_\_\_ Date \_\_\_\_\_

\*\* Credit Cards - You can email your card info to [justin@capaldiweb.com](mailto:justin@capaldiweb.com) or call 401-523-2449 to give card info over the phone.

\*\*For checks - checks to 1035 Main St Coventry, RI 02816 and make them out to "Justin Capaldi"