

LADYWEBPRO WEB SERVICES AGREEMENT

- You understand you are hiring me, as an independent contractor for the purpose of designing a world- wide-web site to be published on a hosting and domain account on a 3rd party Internet Service Provider (ISP).
- You authorize me to access your hosting and domain accounts, (or set up hosting and domain registration for you), or any other programs needed for this web design project that are included as part of your service requests. PLEASE KEEP YOUR HOSTING COMPANY ACCOUNT LOGIN AND PASSWORD INFORMATION IN A SAFE PLACE SO THAT YOU HAVE THEM IF NEEDED. If you have me set it up for you, I will do so, but after the initial hosting and domain set-up, you will be provided with the login/password information and it is your responsibility to keep your information at the hosting and domain company updated as it is *your* hosting account.
- You direct and authorize me to add hidden search keywords to the benefit of your website along with a description to enable submission of the completed web project to major web search engines using my software upon final payment for web design work.

DEVELOPMENT

- I'm assuming you hired me for my expertise in effective web design and if you engaged my services to make a replacement website for your old website, I'm assuming that you want me to create a more effective and attractive website than you have. In the process it is natural for me to make corrections in your text as to grammar and punctuation (with the assistance of an expert in editing) to make sure your text is the best it can be, but in a way that does not change the meaning of your content. If you are extremely attached to your text exactly as is, or do not want me to make any correction or improvement changes to the text, punctuation or grammar, please let me know before I start your web project.
- While I'm creating your web site, you can view the work-in-progress on a preview site or your own hosting site. You will be expected to give me feedback during the design stages and make changes as you see the need for them. You agree to promptly provide me with comments or instructions regarding any changes or corrections as we go. By doing so you are giving your approval as we progress in order to avoid major changes resulting in a lot of overtime at the end of the project. (Major changes are certainly possible, but may involve more time which we will discuss regarding any additional cost.)
- You agree that if you have any ideas, mock-ups or specific design elements you'd like me to follow, you will provide these items at the beginning of the project. It would not be a good situation if you submit your ideas near the end of the project, and if very different, could possibly create extra time/charges that were not figured in to your estimate.
- You understand that if you choose to ignore my suggestions about good optimization, you are possibly risking not being found as easily as you might be otherwise.

GRAPHICS & PHOTOS -COPYRIGHTS & TRADEMARKS

- You guarantee that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to me for use in your project are legally yours, or you have permission from the rightful owner to use each of these elements and warranty that I am not held liable for using them on your behalf.
- You are responsible for your special graphics, so you agree to keep your originals and provide me with a copy to work from. PLEASE KEEP YOUR ORIGINALS (OR A BACK-UP COPY) OF YOUR GRAPHICS, PICTURES, PHOTO CD'S, ARTWORK, LOGO ART, ETC. If you would like your items returned, please be sure to mark them with your name, and provide stamped, self-addressed mailing materials.

WEBSITE MAINTENANCE

- This agreement includes minor website maintenance over a 1 month period from the time we finish. Minor changes are defined as being up to one half hour of my time for minor changes to sentences or paragraphs, but does not include replacing a large amount of text with new text that will alter the page design layout; or page design reconstruction; moving information, adding new pages, navigation structure changes, or correcting and repairing any attempted updates by client which have caused problems in the website after it was completed. Future changes and updates to content can be emailed and time is billed in 15 min. increments at \$60 per hour and will be done for you expeditiously!

COMPLETION DATE

- Your cooperation in providing me your information is vital to my ability to produce your website in a timely manner. Once the project is scheduled to begin, you agree to provide the materials (content photos or text) within a reasonable time not to exceed one week unless otherwise discussed and agreed upon. I will work expeditiously to complete the project after you have submitted all necessary materials. Your cooperation is key to the scheduling of my other projects and if I am unable to maintain my work flow because you haven't provided materials as per this agreement, I may be forced to set your project aside for other scheduled projects. In the event this occurs, there will be a \$50 reactivation charge for the extra time spent re-establishing familiarity with the project and the work-flow.

PROJECT DELIVERY

- The web project will belong to you completely upon full and final payment of our agreed upon fees. I will retain no rights to your web project. If we have not agreed to an installment payment plan, final payment for your web project is due 5 business days after completion. If payment is not received within that time, it is possible your website still belongs to me, or could be suspended until payment is received, (unless we've discussed it and have agreed otherwise).

- Once your website is completed and turned over to you, it is solely your responsibility to be sure your annual hosting and domain renewals are made. You will have to be sure not to ignore notices from your hosting company and domain registrar and be sure your credit card on file with them is current for their use. If you have any questions as to whether an invoice is legitimate, please contact me to find out. There are internet scams sent out by regular mail for renewals, so don't fall for that. Your renewal information will always come through email.

PAYMENTS & PAYMENT SCHEDULE

- I am an independent contractor and depend on my income flow as established for each project. Please be sure you understand the web design fee schedule as set forth below, or perhaps we will have already discussed and confirmed the cost of your project as stated. You agree to pay me the customary advance payment, which is a non-refundable partial payment for your web project if I have started working on your project and the balance as follows:
- **1st Payment** - A payment in the amount of 50% of the total estimated in advance is required to start the project.
- **2nd Payment** - If your web project is a large project, at approximately three-fourths of the way through, another payment is due in the amount of 1/4th of the total estimated cost, especially if the delays are on your part.
- **Final Payment** - When I have notified you that I have completed all of the agreed upon elements of your project, that means it is ready for your final review and you will have up to 30 days from that time to provide me with adjustments to the text and other minor changes, since you will have been reviewing it during the entire process.

The balance due for design fees are to be paid within 5 days of that notification of completion . . . whether you are ready to review the project or not. I want you to be happy with your website so please don't worry about being abandoned after payment. That has never happened to any web client of mine!

EXCEPTIONS: Unless we have discussed and otherwise agreed upon a different payment structure ahead of time, the final payment is always required within 5 days after completion, so please discuss your situation with me ahead of time so we can work out a mutually satisfactory situation. You agree payments will be made promptly, and in the event collection proves necessary, you agree to pay all fees (including attorney's fees and court costs) incurred by that process if needed.

PASSWORD CHANGES

You understand and agree that I will need the ftp login and password provided by the hosting company to be able to upload your web files and make changes. If you happen to change the login info, you agree that you will notify me with the updated password. (When people don't let me know they changed the password, I end up wasting a lot of time trying to figure out WHY I can't get their files to upload. If you do not tell me you changed the password, and that happens, you could be billed for the extra time I will spend on that.)

HOSTING SERVICES

- You understand that I do not provide any hosting services in connection with this web project and do not receive any money or rewards from any hosting company or domain registry for referring you to them and I do not in any way guarantee your placement in the search engine rankings.
- Your hosting services require a separate agreement from mine. I will recommend a hosting company, but you understand you are free to make the final decision however, if it is a hosting company not on my approved list, let's have a discussion about that. Please remember your hosting and domain company charges you every year for their services.

This is *your business website* and once I finish creating it, you will be solely responsible for reading/understanding the hosting company's terms of service, and for remembering that your hosting and domain service fees must be paid each year or your account at the host company, and the registration of your domain will expire and there may be penalties charged in order to restore those services. I have no control over those items.

ELECTRONIC COMMERCE LAWS

- You are also solely responsible for complying with any laws, taxes, and tariffs applicable in any way to the project or any other services contemplated herein.

COPYRIGHT

- The finished web design site I produce will belong to me until receipt of final payment at which time ownership is fully and completely yours, to do with as you wish. (Please note that I have no control over the legal rights to photos, graphics, source code, work-up files, and computer programs that are owned by others.)
- I reserve the right to discretely display my logo graphics on your site or links to showcase web design elements as examples of work in my portfolios. All web design projects will contain a link to my own web site as the designer/author. If at some future date you have someone else alter my design, you agree to allow me to remove my name from the site and notify me so I can remove your website from my samples portfolio.

LEGAL NOTICE

- I cannot warrant that the functions contained in the web design project will be uninterrupted or error-free for any of the outside service providers such as internet or domain companies which are all beyond my control. It's up to you to read and abide by the terms of service at whatever hosting company you elect to use. If I can assist you in understanding something, please let me know.

PLEASE READ THE SECTION IN MY WEBSITE UNDER WEB DEVELOPMENT REGARDING [WHAT YOU CANNOT EXPECT FROM YOUR WEBSITE](http://ladywebpro.com/webdesignservices.htm) <http://ladywebpro.com/webdesignservices.htm>

PLEASE NOTE:

The portion you will pay in advance to begin your web project is to be no less than 50% based upon the total project estimate. If the total project amount is \$500 or less, then the full amount is due in advance. Our agreement becomes effective when you provide the agreement and the 1st payment.

Please email me to confirm that you have read and understand this service agreement and feel free to ask questions if something is not clear.

Thank you very much for your project. Each one is important and appreciated.
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