

Creative Business Resources, Inc. - CBRI Web Design
7841 169th Road – Live Oak, FL – 32060
Phone: (386) 362-7595

Website Design Contract

Client:	
Contact Name:	
Phone:	
URL Domain name:	http://:www.yoursite.com

1. **Design Services.** (Client) is engaging CBRI Web Design of 7841 169th Road, Live Oak, FL 32060, as an independent contractor for the specific project of developing and/or improving a World-Wide website to be installed on CBRI Web Design web server. The custom “Business Web Design” package includes logo and/or company banner on all pages, custom text pages, unlimited images, unlimited links and e-mail addresses listed, feedback and customer contact forms, meta tag and keyword generation, and Search Engine Submission. The custom “Business Design” package is \$_____. After completion of web design, hourly rates apply as listed in item 4 below “Maintenance and Hourly Rate”. The content of the Web pages should be supplied by the client. Where custom graphic work is requested, it will be billed at the hourly rate specified below.

2. **Domain Registration.** Domain Registration services include domain registration, domain transfer, and/or domain management. The domain name to be registered by CBRI Web Design to Client. The domain name annual fee is \$_____.

3. **Web Hosting Services.** Web hosting services will be provided to Client by CBRI Web Design. The hosting package includes domain name, unlimited storage, web-based e-mail, and unlimited mailboxes, web traffic statistics. The hosting package annual fee is \$_____.

4. **Maintenance and Hourly Rate.** Changes requested by the client after completion and installation of website will be billed at the hourly rate of \$50.00. This rate shall also govern additional work authorized by the client for such services as webpage design, editing, modifying product pages and databases in an online store, as well as art, photo, and graphics services.

5. **Copyright to Webpages.** Copyright to the finished assembled work of webpages produced by CBRI Web Design is owned by CBRI Web

Design. Upon final payment of this contract, the client is assigned rights to use as a website the design, graphics, and text contained in the finished assembled website. 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. CBRI Web Design and its subcontractors retain the right to display graphics and other Web design elements as examples of their work in their respective portfolios.

6. **Copyrights and Trademarks.** The client represents to CBRI Web Design and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to CBRI 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 CBRI Web Design and its subcontractors from any claim or suit arising from the use of such elements furnished by the client.

7. **Completion Date.** CBRI 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 by targeted date of _____ (within 4 weeks of initial down payment.).

8. **Payment of Fees.** Fees to CBRI Web Design are due and payable on the following schedule: 50% non-refundable deposit upon signing this contract. The remaining 50% is due when the web pages have been constructed according to the client's original specifications and approved for publishing. Upon receipt of deposit, custom design work begins. Within 2 weeks of start date, a working draft is submitted for client review. Client then has 7 business days to request edits and design changes. CBRI Web Design will perform requested edits and design changes and submit final draft for approval within 7 to 10 business days; depending on scope of requested edits. Once all parties are satisfied with the resulting website, CBRI Web Design will collect remaining 50% and publish live website; any additional changes after live publication will be subject to the hourly rate of \$50.00. Fees to Creative Business Resources, Inc. (CBRI) are due and payable upon receipt. All payments will be made in US funds. Payments must be made promptly. Delinquent bills will be assessed a \$25 charge if payment is not received within 10 days of the due date. If an amount remains delinquent 30 days after its due date, an additional 5% penalty will be added for each month of delinquency. CBRI reserves the right to remove Web pages from viewing on the Internet until final payment is made. In addition, there is a \$500.00 charge due and payable in advance to reinstate the web pages to an active status. In the event collection proves necessary, the client is responsible to pay all fees incurred by that process. Please pay on time.

9. **Legal.** CBRI Web Design does not warrant that the functions contained in these web pages will be uninterrupted or error-free. In no event will CBRI Web Design 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, even if CBRI Web Design has been advised of the possibility of such damages.

10. **Initial Payment and Refund Policy.** The total amount of this contract is \$_____. This includes the following:

- \$_____ - Web Design Fee
- \$_____ - Web Hosting Fee
- \$_____ - Domain Name Registration, Transfer and Maintenance

This agreement begins with an initial payment of \$_____. If the client halts work and applies by registered letter for a refund within 10 days, to CBRI Web Design, 7841 169th Road, Live Oak, FL 32060, phone (386) 362-7595, work completed shall be billed at the hourly rate stated above, and deducted from the initial payment, the balance of which shall be returned to the client. If, at the time of the request for refund, work has been completed beyond the amount covered by the initial payment, the client shall be liable to pay for all work completed at the hourly rate stated above. No portion of this initial payment will be refunded unless written application is made within 10 days of signing this contract.

Upon your approval of the web page development, the balance of \$_____ will be due. Your web site will then immediately be published to the World-Wide Web.

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

Client (authorized signature):

_____ Date _____

On behalf of CBRI Web Design (authorized signature):

_____ Date _____