



Website Design Contract

Client Information

Company Name _____
 Contact Name _____
 Address Line 1 _____
 Address Line 2 _____
 City, State, Zip _____
 Phone _____
 E-Mail _____

Project Information

Domain Name Selected _____ User Login Name _____
 Web Host Company _____ Password _____

Our standard contract includes everything you need to have a fully functional, beautifully designed web site for the standard price of 1 page site for \$150 or 5 page site for \$300. Other options listed are not required. Please fill in all quantities for items you desire on your site. If items are included free, put 0 in Subtotals.

Fee Schedule

	Quantities		Subtotals
# of Computer Web Pages	_____	1 page site \$150 5 page site \$300	_____
		Additional Pages \$75 each	_____
# of Handheld Text Pages	_____	Converting web pages to text \$50/page	_____
# of Handheld Graphic Pages	_____	Converting web pages to handheld graphics \$75/page	_____
# Items for Online Store	_____	\$25/item.	_____
Additional Consultation Hrs	_____	Up to 2 hrs (1-1/2 for 1 page site) free online replies and/or phone time included. (To keep costs low it is important, prior to commencement, that Client knows their expectations for their site. Additional consultation is available at \$60 per hour charged in 2 minute intervals.)	_____
Content Management System	_____	\$75/page main pages-Sub-page capability: add \$30/main pg	_____
Search Your Site Function	_____	\$100 to be in same position on each page	_____
Graphics/Photos Insertion	_____	Up to 5/page inserted free. Additional Items at \$20/item.	_____
<input type="checkbox"/> Slideshow or <input type="checkbox"/> Video	_____	One included. Add Slideshow \$40, Video embed \$20.	_____
Links to Other Websites	_____	Up to 3 per page inserted free. Additional \$20/link.	_____
<input type="checkbox"/> Comments or <input type="checkbox"/> Feedback	_____	One Comments Section or Feedback Page included.	_____
	_____	Additional Comments Section or Feedback Page \$30/ea	_____
Other (Specify)	_____	_____	_____
		TOTAL	_____



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Page Layout

Menu Navigation _____ Across Top _____ Left Margin

Contract Terms

Please read and understand contract terms. It is important you understand what is included and how the process works in order to be satisfied with the web site design process.

- 1. Contract In Entirety.** All terms of this contract are listed in this contract. Items not listed are assumed not to be included.
- 2. Authorization.** The above-named client is engaging Enticing Designs LLC, a sole proprietor, as an independent contractor for the specific project of developing and/or improving a website to be installed on the client's chosen third-party Host. The client hereby authorizes Enticing Designs LLC to access this account, and authorizes the web hosting service to provide Enticing Designs LLC with "write permission" for the client's webpage directory, cgi-bin directory, and any other directories or programs which need to be accessed for this project.
- 3. Media.** Web site will be designed to run on a current Windows operating system running the current version of Firefox, Internet Explorer, or Google Chrome as a browser. Site may be redesigned to run on a handheld text device and/or a handheld graphics device for additional charge(s). Totally separate web pages must be written for these devices; therefore, they are available only for an additional charge. See Web Site Function Under Various Conditions below for further information.
- 4. Client Information Requirement.** It is understood that the client will provide as much information as possible to be sure their site meets their needs. A completed online questionnaire is part of this requirement. Questionnaire may be found at <http://enticingdesigns4u/planning.html>. Text, photos, and graphics pertaining to the client's business and/or personal page is to be supplied prior to the commencement of the design. Text, photos, and graphics may be provided through e-mail or CD. See Publicity section for other text required to be submitted by the Client.
- 5. Web Design Consultation.** Web design includes up to 2 hours (1-1/2 hours if single page site) of consultation on design, implementation, and review. Two hours should be sufficient if client fulfills their client information requirement with quality information to be used in the design. If necessary, additional consultation can be provided at \$60/hour, to be charged in 2 minute intervals at \$2.00/2 minutes. Enticing Designs will keep a log of consultation minutes. If additional consultation time is required, it will be charged at \$60 per hour, which is inexpensive considering an hour of consultation may result in many hours of rework on your site. (See note at bottom of contract.)
- 6. Web Page Design.** The standard contract includes 5 web pages of similar style with links between the pages and up to 5 external links per page. External links will be configured to open in a new window or tab to keep the client's site open, unless specifically directed to open an external link to close the client's



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web page. Web page design will be custom based on the list of preferred similar sites provided by the client.

7. **Web Site Upload.** Enticing Designs LLC will upload the web site to the web host of the client's choice. Web hosting is not included in Enticing Designs LLC web design package. See below for Client's Web Hosting Requirement.
8. **Web Page Graphics.** We will incorporate any graphics we have the legal right to use for free. We will design custom graphics as we deem necessary to fit the page scheme. In order to provide the widest range of graphics possible included at no additional charge, some of the photographs and graphics used may have attribution (photo courtesy of...) and/or link backs (click on the picture and it will open the site where it was acquired in a separate window). Up to 5 graphics/photos per page will be inserted for free. Additional graphics may be added for a fee of \$20 per graphic/photo. Graphics on page may include main background image, background images behind certain portions of the page, custom designed buttons, logos, etc. While our goal is to provide a unique web site design for each client, Enticing Designs LLC reserves the right to use similar layouts and reuse graphics on other sites. No photograph or graphic used should be assumed to be the sole property of the Client and may be used by others as allowed by the original owner of the photograph or graphic. Client has no further legal right to use any photograph(s) or graphic(s) provided by Enticing Designs LLC for any purpose other than as initially placed into their web site by Enticing Designs LLC and all rights to all photographs and graphics designed by Enticing Designs LLC remain with Enticing Designs LLC.
9. **Slideshow.** Should the client wish to incorporate a slideshow of photos, one slideshow of up to 20 photos provided by the client will be provided. Flash is not included. A video may be embedded in lieu of a slideshow. Client should upload their video to YouTube and provide link. Additional slideshows or videos may be included at a cost of \$20 per embedded video or \$40 per slideshow.
10. **Client Provided Graphics.** Client warrants that they have full rights to use any photos and/or other graphics provided by them for their web site. Enticing Designs LLC will in no way be responsible for prosecution should client provided graphics be used without full legal right and model release. Client will be fully responsible for any and all costs arising out of the use of graphics they provide, including, but not limited to legal fees corresponding to usage of graphics and/or photographs provided by Client. The client represents and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Enticing Designs LLC 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 Enticing Designs LLC and its subcontractors from any claim or suit arising from the use of such elements furnished by the client. Graphics/photos provided by Client can be used to reach the maximum free limit of 5 free graphics inserted per page for free. Additional graphics/photographs will be inserted for a \$20 insertion fee per item per page. Client understands that graphics/photographs will be adjusted as necessary to as small a file size as possible while still retaining what Enticing Designs LLC believes is acceptable quality in order to allow the web page



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to load in a reasonable time. Large file size graphics/photographs can make web pages load so slowly as to drive potential viewers away.

- 11. Online Store.** Online sales may be provided using PayPal's Website Payments Standard. Client agrees to PayPal's charges, terms, and conditions which may be found at paypal.com if any online store functions are to be provided under this contract. Client agrees to open a contract with PayPal for their online store, should one be included in this contract, and agrees to provide Enticing Designs LLC with access to that account to obtain codes to link items in the store to PayPal's payment gateway. Client agrees to provide photograph of item(s) for sale for which they hold legal right to use on their web site, pricing, and description of each item for their store. Web pages in the contract will be used to display this online store. Items may be added to the store for \$25 each. Client is to designate the area on their web site to be used for their online store. Should more items be required for the store than fit logically on a page, purchase of additional pages may be required. This contract is not intended for use for large online stores.
- 12. Laws Affecting Electronic Commerce.** The Client agrees that the Client is solely responsible for complying with all laws, taxes, and tariffs, and will hold harmless, protect, and defend Enticing Designs LLC and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the client's use of the web site for internet electronic commerce.
- 13. Content Management System.** If using a Content Management System (CMS) is selected, an additional \$75 per main page will be charged, as creating a web site to work as a CMS is much more complicated than a standard web site. However, if you choose to use a CMS, once the site is set up, you will be able to make changes to any of the content on the pages as you desire. If you have a specially designed menu function as part of your design, you will not be able to change any of the main menu tabs.
For an additional \$30 per main page, a submenu system will be set up on any of the main pages you choose. If you choose the submenu option, you will be able to add pages to your web site off of each page you have a submenu on.
Currently, Wordpress is the CMS used due to its ease of use for clients compared to other CMS'. The client input screen is the same as the Wordpress blog screen, which many people have used. The web site setup and layout are the same as normal web sites, not giving the appearance of a cheap blog site. See <http://enticingdesigns4u.com> web site for further details.
- 14. Search Your Site Function.** A search your site function can be added to your site for an additional fee of \$100. This function will appear in the same place on every page of your site, or only on one page, as you choose.
- 15. Web Hosting, Domain, E-Mail.** It is understood that web hosting, domain, and e-mail are not included in this contract. The client is to contract separately with a web hosting company of their choice for these services. For best function of the site and convenience to client, the following are recommended:
 - a. Linux or Windows based server (Windows is preferred since initial design is checked in-house on a Windows server.)
 - b. Unlimited disk space for files, images, etc. (or minimum 500 MB, more if you plan to have a large catalog)



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- c. Unlimited bandwidth (file transfer back and forth to computers on the internet)
- d. No advertising on your site (can greatly affect layout)
- e. Multiple email addresses (for staff and general purpose, i.e. info@... and links to blogs, etc.)
- f. Domain registration in client's name (not in host's name)
- g. Low renewal price (not just initial savings)
- h. Automatic renewal to prevent accidentally losing site/domain
- i. FTP (ability to upload pages without file size restrictions)
- j. Web hosting control panel
- k. Technical support 24/7/365 (keeps their servers in operation along with assistance)
- l. PHP with mail() function & MySQL integration
- m. ASP language support
- n. Wordpress capable if you wish to use a Content Management System
- o. Reliability (low down time and fast transfer speed)
- p. SSL (Secure Server...usually for an extra charge, typically not necessary except for online sales if not using PayPal or another site to process transactions. With regulations on security of customer's information, it is recommended to use a service such as PayPal.)

16. Unforeseen Changes in Function. Enticing Designs LLC is not responsible for changes in function of site not under our control. Let it be assured that care is taken during the design process to ensure the web pages will appear and function acceptably for computers using Windows Operating Systems and Microsoft Internet Explorer, Google Chrome, or Mozilla Firefox, the most commonly used systems and software. However, since all computer systems and software packages will vary greatly in function, we cannot guarantee that the web site will appear or function the same for all users. As changes and/or upgrades in software or web host programming occur frequently in the computer industry, unforeseen changes may affect the operation of the web site. For a period of 2 months after the web site design is finalized, we will attempt to fix any web site malfunctions caused by conditions not within our control for a maximum of 2 hours of labor. If we are unable to repair the site within this time, repairs will continue upon approval of charges of \$25 per hour.

17. Web Site Function Under Various Conditions. Client has been made aware that the world of the internet is far from perfect. Different computers, devices, software, and user define settings will cause web pages to render and function differently. Some viewers may decide to turn off functions on their computers which will cause certain items not to work, such as turning off scripts from running. Enticing Designs LLC makes every effort to use programming techniques we believe will function and display best on what our research has shown to be the most frequently used computer profiles. For instance, 90% of computers accessing the internet use Windows operating systems; therefore, our web sites are designed to run the best for Windows. The three major web browsers used are Firefox, Internet Explorer, and Chrome. Since these three browsers comprise approximately 92% of browser usage, we test our sites on the newest versions of those browser packages. Client understands that it is impossible to design any web page that will display and function the same on all computers. Enticing Designs LLC will not be held liable for how



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various computers render the web site. Enticing Designs LLC does not warrant that the functions contained in these WebPages or the Internet website will meet the client's requirements or that the operation of the WebPages 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 Enticing Designs LLC 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 web site, even if Enticing Designs LLC has been advised of the possibility of such damages. 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.

- 18. Modifications to Existing Sites.** Modifications to existing web sites designed by Enticing Designs LLC are available for a period of one year after the initial design for a guaranteed rate of \$35 per hour. Please contact Enticing Designs LLC after the initial year for the current modification rate. Modifications to existing web sites designed by others must be reviewed prior to providing pricing, as the methods of design can vary greatly and some sites cannot be modified except by the original designer. Sites designed by Enticing Designs LLC become the property of the client once design is complete and are contractually allowed to be modified by anyone. However, provided the initial design concept is kept intact (as deemed by Enticing Designs LLC), the Client is required to leave the "Designed by Enticing Designs LLC" statement clearly visible on each page and the link to enticingdesigns4u.com must remain active.
- 19. Changes to Online Stores.** Updates to online stores will be provided at the rate of \$15 per item to be modified. Removal of existing items will be charged a rate of \$15 per item, unless the item is being replaced by another item of the same size picture and text in the same location, for which we would charge \$25 for the new item and no additional charge to remove the item being replaced.
- 20. Web Site Publicity.** Two of the main ways web sites are found on the internet are by Meta Tags and Header Titles. Meta tags are labels placed into the top of the page of code that list the purpose of the web page. The Meta Description tag is the description of a website that is displayed when you do an internet search on a search engine, such as Google. Without a Meta Description, Google typically uses the first lines of text on a web site. The Meta Keywords are words that are used by search engines to sort web sites to come up with results. For instance, Meta Keywords for Enticing Designs LLC are "Enticing Designs, Enticing Designs 4 U, web design, website design, web site design, low cost web site, web site pricing, website pricing, website design pricing, and web site design pricing." Client should provide wording requested for their Meta Description and Meta Keywords. Enticing Designs LLC will insert wording they believe appropriate should no wording be provided by Client. Search engines also use "Header Titles" to find search results. We, therefore, try to use "Header Titles" within the text of your web pages using words that assist search engines in finding your web pages. One of the best ways to get your site moved to the top of the list of the hundreds of thousands of search results is to have other web sites link to your site. Consider asking others you do business with to provide a link on their sites to your site. In return, you may want to put links to others' sites on your site. Up to 3 links per page will be included in the



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original design of your site for free. Links may be added later at a cost of \$20 per link. Links will be designed to open in a separate browser tab unless directed by the Client to open in the same tab, closing the Client's web page.

- 21. Comments or Feedback.** Included in the contract of 5 pages or more is either one page designated as a feedback form (or Contact Us form) or one area on a web page designated for viewers' comments. Additional pages may include either a comments section or a feedback form for \$30 each. If an additional feedback form requires an additional page to be added to your web site, be sure to add the additional \$75 for the additional page also at the top of the Fee Schedule. Feedback forms may include a maximum of 20 fill in boxes. Client must provide information on what they desire to have included in any feedback forms. (Enticing Design's Questionnaire is an example of a feedback form.) Two types of comments areas are available. One requires basically no Client maintenance, but offers less flexibility. The other is Disqus comments, which will require the Client to set up an account at disqus.com. If Wordpress is used as a CMS, Wordpress comments will be used.
- 22. Design Timeframe.** Enticing Designs LLC will provide information on scheduling your project as soon as questionnaire, signed contract, and deposit is received. It is our goal to have your web site of up to 5 pages fully operational within one month of commencement. Completion of the site in a timely manner benefits everyone. At certain stages in the design, feedback will be required from the Client to ensure the design meets their needs. It is assumed the Client will respond within 2 business days with concise answers and direction. Should the Client not respond or be unable to make decisions and provide direction, additional consultation time may be required beyond the 2 hour consultation fee included.
- 23. Payment.** A deposit of 1/3 of the anticipated final price of the contract is due prior to commencement of any design work. Another 1/3 of the total price of the contract is due upon initial design approval. Initial design is the layout of the web site and initial graphics placement locations. Final payment will be due upon completion of the web site. Payment method is to be by check in United States dollars made out to Enticing Designs LLC. Clients issuing checks on accounts with insufficient funds will be subject to a service charge from Enticing Designs LLC of \$20 plus reimbursement for any bank fees charged to Enticing Designs LLC for the NSF check. Should final payment for services not be received within 20 days of completion, Enticing Designs LLC reserves the right to remove all files from Client's web hosting site. Password for site will not be released to Client until all payments due are received and cleared by Enticing Design LLC's bank. Late payment fees will be charged in the amount of \$10 per month for each month the balance is unpaid. Should it be necessary for Enticing Designs LLC to go to small claims court to receive payment, Client agrees to pay any and all fees and associated charges. Regardless of the place of signing of this agreement, the client agrees that for purposes of venue, this contract was entered into in Racine County, Wisconsin and any dispute will be litigated or arbitrated in Racine County, Wisconsin.
- 24. Copyright to Pages.** Once final payment is received in full, copyright of the web pages designed for the Client will be turned over to the Client. See Web Page Graphics for limitations on photograph and graphics usage and ownership. See Modifications to Existing Sites for requirement to leave the "Designed by Enticing Designs" statement and link back to enticingdesigns4u.com intact.



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25. Third Party Damage. Once the web site is loaded onto your web host’s server, Enticing Designs will not be liable for any damage or unauthorized changes made by third parties. Client assumes full responsibility for their web site once loaded and is fully responsible for any damages charged due to content on their web site. If Client approves wording or images for their site that a third party construes as derogatory or otherwise objectionable, Enticing Designs assumes no responsibility for damages or restitution sought by third parties.

The undersigned agrees to the terms of this agreement as a legal and binding representative for the listed company. (Contract must be submitted to Enticing Designs LLC, PO Box 141, Rochester, WI 53167-0141 with deposit of 1/3 of anticipated total contract price made out in US dollars to Enticing Designs LLC. Contract must be completed on page 1 and 8, including authorized original signature. Copy of contract with Enticing Designs signature will be forwarded back to client.)

Company (leave blank if personal web site)

Total Cost* (from worksheet on page 1)

Client Signature

Enticing Designs Signature

Client Name Printed

Gail Baierlipp
Enticing Designs Representative

Date Signed

Date Signed

Contract Wording Last Updated 9/8/2011

*Total cost may be modified if additional consultation time is required or additions are made to the scope of work for web site. Additional scope of work will not commence without signed contract change order. Should additional consultation time exceed two hours, a signed contract change order will be required to include these costs prior to continuation of work.