

For \_\_\_\_\_

#### DESCRIPTION OF PROJECT AND PROCESS

1. Websentia.US, referred to here as "Websentia", will plan, design, and code a web site for the individual or corporation named above, referred to in this document as "Client", to the specifications in the attached SITE SPECIFICATION (pp 3 and 4).
2. The estimate included here covers only that which is described in the SITE SPECIFICATION. Additional work will result in additional charges. Additional work is defined as the addition of pages, graphics, or other significant features, any graphic, page design, or actual page requiring more than two rounds of revisions, revisions to text content provided ready for publication, changes to elements which have been finalized, or significant changes in plan, scope, or direction of project. In this case, Client will be provided with a written CHANGE ORDER including an estimate for the additional work.
3. The process for the creation of visuals, such as graphics and page designs, consists of Websentia providing drafts and asking for feedback from Client; the feedback is then used to produce another draft. This estimate assumes that 2 rounds of this process for each design element will suffice.
4. Text content will be provided by Client as final drafts ready for publication and in digital form. Graphic content will be provided by Client in an orderly manner and clearly labeled as to desired use on site.
5. To maintain our portfolio credentials, and the integrity of any applicable copyrights, Websentia shall be entitled to place an unobtrusive credit with a hypertext link ("Web Site Design by...") in the footer on each page of the web site. Websentia is also entitled to reproduce samples of Client's web site in our portfolio and in any marketing materials.
6. Websentia may use qualified subcontractors under our supervision for any or all work on this project.

#### ESTIMATE AND PAYMENT ARRANGEMENTS

7. Websentia estimates that the cost for producing the site described in the attached SITE SPECIFICATION will be \_\_\_\_\_ .
8. Payment shall be made as follows:  
  
A deposit of 1/3 of estimated total, \_\_\_\_\_, is due upon signing of this Agreement, before work begins;  
  
A second payment of 1/3 of the estimated total (adjusted for changes in estimate if necessary) is due when page templates (without added content) are complete and approved;  
  
A final 1/3 payment (adjusted again for changes in estimate if necessary) is due upon completion of site as specified, before site is published on the Internet.
9. If the production process takes longer than 60 days, billing will switch to semi-monthly and will be based on hours expended, while still honoring this estimate, with invoices sent mid-month and at month's end.
10. In the event of the cancellation of this assignment, or any delay of more than 90 days, we will invoice you for the greater of either: (1) all work completed up to the date of notification, based upon the percentage of the project finished, including expenses; or (2) 20% of the agreed-upon estimate plus expenses, and this contract shall be considered fulfilled by Websentia. All incomplete work will remain the property of Websentia. All payments already made will first be applied to these charges.

OTHER LEGAL AGREEMENTS

- 11. Websentia will maintain the confidentiality of Client's source materials, technical and marketing plans and all other sensitive information.
- 12. Websentia and Client agree that any dispute arising out of this Agreement shall first be resolved by mediation, if possible. This contract was entered into in \_\_\_\_\_ County, \_\_\_\_\_, and any necessary arbitration or litigation will take place in this county.
- 13. Copyright to web documents produced by Websentia, including page designs, source code, and the unique assembly of these elements which constitutes a web site, shall be retained by Websentia. Upon full payment of all invoices due, Client is fully licensed to use and freely reproduce these products for his own purposes; however, this license may not be re-sold or transferred to any third party. Secondary materials created by Websentia during production, including drafts, plans, graphic source files, and templates, remain the sole property of Websentia.
- 14. Client is solely responsible for the editorial content of the material included on its website. Accordingly, Client agrees that it will defend and indemnify (hold harmless) Websentia from any suit, demand, or claim resulting from the editorial content of the website. At client's request, Websentia will delete any content at current hourly rate.
- 15. Client represents to Websentia and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Websentia for inclusion in Client's web site are owned by Client, or that Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect and defend Websentia and its subcontractors from any claim or suit arising from the use of such elements furnished by the Client.
- 16. Websentia will not be liable to Client or to any third party for any damages arising from the use of web site.
- 17. 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. To be valid, this Agreement must be signed within 30 days of \_\_\_\_\_, and be accompanied by a deposit check of the amount specified above.
- 19. To be valid, this Agreement must have an attached SITE SPECIFICATION document, initialed and dated by Websentia and Client.
- 20. This Agreement may have attachments consisting of one or more initialed and dated CHANGE ORDERS, whose terms shall become part of this contract.

Our signatures below indicate our agreement with the terms of this contract.

\_\_\_\_\_  
  
\_\_\_\_\_

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

**Site Specification:**

The following describes the planned web site for the purposes of the estimate included in the attached contract. Specifications in subsequent CHANGE ORDERS shall supercede these.

A. Total Number Of Pages: \_\_\_\_\_

B. Total Number Of Graphic Images: \_\_\_\_\_

C. List Of Planned Pages:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

D. Details On Text Content To Be Included:

_____
_____
_____

E. Details On Graphic Elements To Be Included

_____
_____
_____

F. Site Structure/Navigation

_____
_____
_____

