

\$150 Single Page HTML Website:

I ask that you agree to this contract before I start on your one-page web design.

*What I, David Chipps,
the artist agree to...*

I, David Chipps, agree to create a single-page design in six to seven hours with the 150 dollars supplied. I promise to deliver your finished website in a format that will work on most electronic devices with javascript enabled. The 150 dollar single-page website is a one-shot revision. There will be no revisions or redesigns with this payment plan.

Contract of Agreement:

Web Page Concepts and First Viewing:

Within seven business days of receiving your company info and deposit of 150 U.S. Dollars, I, David Chipps, will create a one-page website for you, the client. If I am too busy to complete the project, I will promptly return an email to you. Please supply me with any images, colors, or font choices that you would like me to consider when designing your web page in your initial email. Due to the nature of the 150 dollar web page, I, David Chipps, reserve the right to cancel and refund all money if supporting materials are not received with the deposit. You are responsible for the licensing and costs of all third-party fonts. The page will *not* contain applications, flash, or databases.

File Delivery:

After the single HTML page is approved, I, David Chipps, agree to deliver the HTML design page to you as digital files and put the web page up on a supplied FTP or SSH location of your choice.

Permission to Access Client Server:

By signing this agreement, you, the client, give me, David Chipps, permission to access your server site and you agree to give me your current passwords, so I can access the server location and upload the completed web page. It is up to you to purchase access to a server site.

Ownership:

I, David Chipps, give you, the client, the right to use the new web page design to promote yourself on the internet. I ask that you let me display your web page and your full name, business name, and website address or company address, for testimonial and promotional purposes on my websites and in any printed ads.

Work Completed as Independent Contractor:

In completing the 150 dollar, single-page HTML website, it is understood that I, David Chipps, am completing the work as an independent contractor and not as work for hire. I am not your employee in any way.

Originality:

I, David Chipps, affirm that my web designs are original, I own the rights granted under this agreement, and the rights granted do not conflict with any other known agreement.

Website Redesigns:

One hundred and fifty dollars pays for five hours of design time. The web page will be designed for you the client as is. If you would like a package deal with design refinements you should review the 300 dollar four-to six-page site or the corporate site packages.

Client Agreement:

In signing this contract, you, the client, agree that the 150 dollars supplied is for a one-shot web page. There will be no redesigns or corrections of the web page without you being charged an additional 20 dollars an hour.

You, the client, understand that any web designs created in designing the final web page that are not the final web design are owned by, me, David Chipps.

You, the client, are responsible for the licensing costs of any third-party font used in the creation of the web page.

Use of Web Page:

You, the client, understand that once I, David Chipps, have been paid in full, I have the right to use the web design in ALL media useful for business promotion and that I reserve the right to display the website for my business promotional use (and as an example of my web designs on my websites or printed on flyers).

You, the client, also give me, David Chipps, permission to use your full name, business address, and/or website address, for testimonial purposes on my website, or other business-related media.

Contract of Agreement:

Design Modifications and Technical Support:

You, the client, should not modify the web page design by yourself or by a third party without first contacting me, David Chipps. If the web page is modified by a third party, I am not responsible for fixing any issues that might arise from third-party work. No ongoing technical support is offered with this contract.

Copyrights and Trademarks:

You, the client, understand that it is up to you to copyright the web page.

(<http://www.copyright.gov>)

Delays:

You, the client, agree to give me, David Chipps, more time if I become ill, am injured, or if I am delayed by an event beyond my control, like: fire, theft, computer failure, injury, and *acts of god*.

You, the client, should supply all supporting images and links at the time of deposit or face a refund of deposit and rejection of the project.

Termination:

You, the client, have the right to terminate this agreement if, I, David Chipps, fail to complete the web page within 60 days of signing this agreement or if illness, injury, or an event beyond my control causes a delay of more than 60 days from the agreed delivery date.

If terminated, I, David Chipps, will return the 150 dollars deposited to create the single-page website.

Liability:

Once the 150 dollar website is complete, I, David Chipps, am not liable for legal disputes surrounding the website and cannot guarantee the single-page website will not be like any other web page on the market. I will do my best to prevent such design missteps and promise never to knowingly plagiarize another web page.

However, due to the nature of the one-page website and the time restraints of 150 dollars, I, David Chipps, cannot assure complete authenticity of any page completed under this agreement.

I, David Chipps, am not liable for any legal damages or financial losses due to the use of the created web page. Under this agreement, it is up to you, the client, to verify that the web page does not infringe on another design on the marketplace before use. You assume full responsibility for legal costs if you implement the web page without verifying the possibility of copyright infringement.

Arbitration:

Any disputes that arise from producing the single-page website will be submitted to binding arbitration by a third party agreed upon by myself, David Chipps and you, the client.

Choice of Law:

If any legal disputes shall arise, they will be governed by the laws in the country and state where I, David Chipps, reside, not by the country or state where you, the client, resides. All legal issues will be handled in the United States by the state of Oregon. By signing the agreement your purchase falls under Oregon state and United States federal law.

Note:

Before you sign below, please make sure you understand all of the above agreement. If this contract is acceptable to you and you are paying with paypal, please return a copy of this agreement to my email with your signature and retain one copy of this agreement for your files. If this agreement is not acceptable to you, please review the \$300 dollar website package or the corporate website package.

Client Signature:

Date:
