

\$300 Four- to Six-Page HTML Site:

I ask that you, the client, agree to this contract before I start on your four- to six-page web design.

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

I, David Chipps, agree to create a first page design with the first 150 dollars supplied. After you, the client, have okayed the initial web page design, I will use that design to create the remaining three to five pages based on the initial page you okayed. The 300 dollar four- to six-page website has two revisions. You must okay and give feedback on the initial design and then they provide corrections on the final four to six pages. I agree to supply you with a website that works on most internet devices with javascript enabled.

Contract of Agreement:

Website Concepts and First Viewing:

Within seven business days of receiving your company info and deposit of 300 U.S. Dollars, I, David Chipps, will create four to six web pages 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 website in your initial email. Due to the nature of the 300 dollar website, 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 pages will *not* contain applications, flash, or databases.

File Delivery:

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

Permission to Access Client Server:

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

Ownership:

I, David Chipps, give you, the client, the right to use the new website design to promote yourself on the internet. I ask that you let me display your website 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 300 dollar, four- to six-page 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:

Three hundred dollars pays for five to six hours of initial design time. The first designed page will be sent to you, the client, for corrections and modifications and then returned to me, David Chipps.

Once the initial page has been designed, I, David Chipps, will use that page to design the remaining four to five supporting pages which will cover another five to six hours. You, the client, will then be asked to correct any errors on the final site for the second and final revision. Any redesigns after the initial page is okayed will need to be paid for at an additional 20 dollars an hour by you.

Client Agreement:

In signing this contract, you the client, agree that the 300 dollars supplied is for a two-revision website design. There will be no redesigns or corrections of the website.

You, the client, understand that any web designs created in designing the final four to six page website 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 four- to six-page website

Contract of Agreement:

Use of Website:

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.

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. If the website 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:

It is up to you, the client, to copyright the website

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

Delays:

You, the client, agree to give me more time if I become ill, injured, or delayed because of 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 project.

Termination:

You, the client, have the right to terminate this agreement if I, David Chipps, fail to complete the website within 60 days of signing this agreement

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 check out the corporate website package.

or if illness, injury, or events beyond my control cause a delay of more than 60 days from the agreed delivery date.

If terminated, I, David Chipps, shall return the 300 dollars deposited to create the single-page website. If terminated after the first revision, I will keep a prorated amount of the deposit for work completed.

Liability:

Once the 300 dollar website is complete, I, David Chipps, am not liable for legal disputes surrounding the website and cannot guarantee the website will not be like any other website on the market. I will do my best to prevent such design missteps and promise never to knowingly plagiarize another website.

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

Arbitration:

Any disputes that arise from producing the 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, reside. All legal issues will be handled in the United States by the state of Oregon. By signing this agreement, your purchase falls under Oregon state and United States federal law.

Client Signature:

Date:
