

\$3,000 to \$5,000 Three- to Six-Tier Design (50-1000) pages HTML Corporate Website Contract of Agreement:

I ask that you agree to this contract before I start on your web site design.

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

I, David Chipps, agree to deliver your finished website in digital image files of high enough quality for web distribution. Three thousand dollars pays for a month and a half of work, generating three design pages that will be shared between 50 to 500 pages of work. The first two to three weeks will go towards designing the initial three pages. Five thousand dollars pays for six design pages that will be shared between 500 to 1000 pages of work. The finished website will work on most browsers with javascript enabled.

Contract of Agreement:

Website Concepts and First Viewing:

Within seven business days of receiving your company info, and deposit of half of all costs I, David Chipps, will start researching website designs 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 75 percent of the copy and images you would like on your site in the first two weeks or face termination of the agreement and a prorated refund. The corporate website entitles you with up to nine concept design pages in the first two weeks for 3,000 dollars, and up to 18 design pages in the first month for 5,000 dollars. At the end of that time you should make a decision on the final page designs (three final page designs for 3,000 dollars and six final page designs for 5,000 dollars) so the remaining site can be completed. There will be no applications, flash, or interactive XML databases with this design package.

File Delivery:

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

Ownership:

I give you, the client, the right to use your new website design in all media useful for your business promotion. I, David Chipps, ask that you let me display your new 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 corporate 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 website designs are original, that I own the rights granted under this agreement, and that the rights granted do not conflict with any other known agreement.

Website Redesigns:

The corporate HTML website entitles you, the client, with up to nine concept design pages for 3,000 dollars, due at the end of the first two weeks, and 18 design pages due at the end of the first month for 5,000 dollars. At that time it is up to you to pick three page designs for the 3,000 and six page designs for the 5,000 dollar package.

The next two weeks (3000) to one month (5000) will be used to place content (images and copy) and to generate the remaining pages based on your design package (3,000 is for 50 to 500 pages, and 5,000 is for the 500 to 1000 pages).

The remaining site will be generated with the copy and images provided, based on the initial design pages agreed upon by you, the client. By this time you should have supplied 75 percent of all content for the website. The last two weeks will be dedicated to fixing any content problems and mechanics with the website and filling in any content gaps.

Three thousand pays for a month and a half of design time, and 5,000 dollars pays for two and a half months of design time. If the project moves beyond these time restraints, you, the client, will be charged an additional 20 dollars an hour.

Contract of Agreement:

Client Agreement:

In signing this contract, you, the client, agree that the money supplied is for a 50- to 1000-page, refined, HTML, website design.

You, the client, understand that any website designs created but not accepted as the final website 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 website.

Use of Website:

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

You, the client, also give me permission to use your full name, business address, and/or website address, for promotional purposes.

Design Modifications and Technical Support:

You, the client, should not modify the website 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 design:

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

Delays:

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

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 contact me for any changes that might be helpful.

Client Signature:

You, the client, should supply supporting files within two weeks of signing and returning this contract. If you, the client, fail to send 75 percent of the supporting files in the first two weeks I, David Chipps, reserve the right to cancel the web design project and refund a prorated amount of the deposit that covers the costs of work completed.

Termination:

You, the client, have the right to terminate this agreement if I, David Chipps, fail to complete the website within 90 days of signing this agreement or if illness or injury, or an event beyond my control, causes a delay of more than 90 days from the agreed delivery date. If terminated, I, David Chipps, shall refund a prorated amount of the deposit and keep the portion of the deposit that covers time spent on research and creating website revisions.

Liability:

Once the corporate 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 website missteps with careful research, planning, and knowledge of the website market. I promise never to plagiarize another website purposefully.

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 website in the marketplace before use.

Arbitration:

Any disputes that arise from producing the corporate 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.

Date:
