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Publications
Desktop Publishing
Business Organizing
Web Design/Maintenance



Web Site Development and Publication Contract

Client Name _____

Address _____

City/State/Zip _____

Contact Name _____

Phone _____

Email _____

PBS Consultant _____

If you already have a URL and hosting service, fill in the form below:

Web Hosting Service _____

Email for Support _____

Phone _____

Name of Contact, if known _____

Name of Web Site _____

URL (site address) _____

Host Name _____

User ID _____

Password _____

Papillon Business Solutions© (hereafter, PBS) welcomes this relationship with the above-named client, for the purposes of developing a Web site. It is the intent of PBS to clearly describe the conditions of this relationship so that both parties are satisfied with and agree to the terms of the contract between us.

The two worksheets, Web Site Planning Worksheet and Web Site Content Worksheet, are considered attachments to this contract. Each document includes agreed upon Web site content.

1. Authorization. The above-named client is engaging PBS, a sole proprietor, located at 2121 Crosspoint Avenue, Santa Rosa CA 95403, as an independent contractor for the specific project of developing a World Wide Web site to be installed on the client's web space on a web hosting service's computer. If the client already has a Web hosting service provider, he/she hereby authorizes PBS to access this account, and authorizes the web hosting service to provide PBS 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. If the client does not have a Web hosting service, PBS will work with the client to establish service. The client also authorizes PBS to publicize their completed Web site to Web search engines, as indicated in the Web Site Planning Worksheet.

2. Standard Web Site Package Elements. PBS includes the following elements in their Standard Web Site Package:

- **Initial Meeting** The first ½ hour of consultation (by phone or in person) for the purpose of establishing the need and desire of the client to establish an Internet Web site is free of charge.
- **Follow-up Consultation** (email, phone, in person) Up to three (3) hours total for general Internet orientation education, marketing strategy, Web design consultation, and assisting with technical issues, such as use of webpage editors. Any long distance telephone charges are in addition to package rates quoted.
- **Additional Education and Consultation** Once the Web site is fully functional any further education and/or consultation will be charged at the current PBS hourly rate. See the Maintenance section below for further clarification.
- **Text Content** The client will provide all text content per the Web Site Content Worksheet, attached. Text content exceeding the industry standard of 1,200 words per webpage will incur additional costs charged at the current PBS hourly rate.
- **Image Content** The client will provide all images per the Web Site Content Worksheet, attached. Image content exceeding the average industry standard of two (2) per webpage will incur additional costs charged at the current PBS hourly rate.
- **PDF Content** The client will provide all PDFs per the Web Site Content Worksheet, attached. PDF content exceeding the industry standard of one (1) per webpage will incur additional costs charged at the current PBS hourly rate.
- **Links** Links to external pages (other Web sites) will not exceed the average of 2.5 per page.
- **Custom Graphics Package.** The home page header graphic (simple custom graphic incorporating company logo) will become the top-of-page graphic for all other pages

in your Web site. Color or textured backgrounds will be included. Accessory graphics, such as bullets and lines, which compliment the over-all design of the site are included.

- **Publication** The Web site pages and all accompanying document files and images will be published to the Internet using the client's hosting service or the service arranged by PBS.
- **Standard Client ID and E-mail Response Link** The footer of each page will include the client's name, email link and other contact information as requested.
- **Copyright and/or trademark information** in small print at the bottom of each page. (Note: All Web sites and their content are considered to be intellectual property. The copyright symbol © will be automatically added to the footer of each page.)
- **Policy Statement** A link to the site policy statement, a separate page providing the user with information about your company's responsibilities and the user's rights to privacy, will be added to each webpage in the footer section. PBS uses a standard statement or you may provide your own legal-eze.
- **Minor updates and Changes** Once the Web site is published, PBS will make **simple** changes (with less than 15 minutes of time required) to text, links, and images as a part of the original agreement for up to the first three (3) months at no additional charge. After the first three (3) months, PBS will either negotiate a maintenance contract with your business or charge for upgrades at the current PBS rate.
- **Site Publicity** Search engine registration to Google, Yahoo, and Bing is included.

3. Standard Web Site Package. The content of the webpages will be supplied by the client and executed as specified by the client on the "Web Site Planning Worksheet" and "Web Site Content Worksheet" as attached to this contract. This Web site includes up to six (6) webpages. If the client desires additional standard webpages beyond the standard number of pages, the client agrees to pay PBS an additional \$ _____ for each additional webpage. Graphics or photos beyond the allowed average as stated above will be billed at an additional \$ _____ each. Where custom graphic work (beyond the scope of the "Custom Graphics Package" detailed above) is requested, it will be billed at the current PBS hourly rate specified below. (See Maintenance and Hourly Rates.)

4. Online Stores. PBS does not create or manage online stores or checkouts. If the client already has an online store, PBS will add a link to the store.

5. Maintenance and Hourly Rate. This agreement includes minor webpage maintenance to regular webpages over a three-month period, including updating links and making minor changes to a sentence or paragraph. It does not include removing nearly all the text from a page and replacing it with new text or replacing images. If the client or an agent other than PBS attempts updating the client's pages, time to repair webpages will be assessed at the current PBS hourly rate, and is not included as part of the updating time. The three-month maintenance period commences when the Web site is published to the Internet.

Changes requested by the client beyond those limits will be billed at the current PBS hourly rate of \$ _____. The current PBS hourly rate will be applied to any additional work authorized beyond the maximums specified above for such services as general Internet orientation

education, marketing consulting, webpage design, editing, modifying product pages, graphic services, images, and assisting clients to learn how to use their own webpage editor.

6. Changes to Submitted Text. The client will send the final edited text prior to the publishing of the Web site to the Internet. Time required to make substantive changes to client-submitted text after the webpages have been constructed will be additional and billed at the current PBS hourly rate.

7. Web Hosting. The client understands that any web hosting service requires a separate contract with a web hosting service. The client agrees to select a web hosting service which allows PBS full access to the Web site and a cgi-bin directory via FTP. If the client choose to have PBS arrange for the hosting service, the client will agree to allow PBS complete and full access to the host for the purposes of initial uploading to the Internet and all subsequent management.

8. Completion Date. PBS and the client must work together to complete the Web site in a timely manner. We agree to work expeditiously to complete the Web site no later than

_____.

If the client does not supply PBS complete text and graphics content all webpages contracted for within six (6) weeks of the date this contract was signed, the entire amount of the contract becomes due and payable unless the client and PBS agree to an extension of time. When the contract completion date requires an extension, the client agrees to an additional continuation fee of 10% of the total original contract price to be assessed per month or fraction of a month, whichever comes first.

9. Assignment of Project. PBS reserves the right to assign subcontractors to this project to insure the right fit for the job, as well as on-time completion.

10. Hold Harmless. PBS does not warrant that the functions contained in these webpages or the Internet Web site 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 webpages and Web site is with client. In no event will PBS 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 webpages or Web site, even if PBS 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.

11. Copyrights and Trademarks. The client represents to PBS and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to PBS for inclusion in webpages 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 PBS and its subcontractors from any claim or suit arising from the use of such elements furnished by the client.

12. Laws Affecting Electronic Commerce. From time to time governments enact laws and levy taxes and tariffs affecting Internet electronic commerce. The client agrees that the client is solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend PBS and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the client's exercise of Internet electronic commerce.

13. Copyright to Webpages. Copyright to the finished assembled work of webpages produced by PBS is owned by PBS. Upon final payment of this contract, the client is assigned rights to use as a Web site the design, graphics, and text contained in the finished assembled Web site. Rights to photos, graphics, source code, work-up files, and computer programs are specifically not transferred to the client, and remain the property of their respective owners. PBS and its subcontractors retain the right to display graphics and other Web design elements as examples of their work in their respective portfolios and Web sites.

14. Schedule of Payment of Fees. Fees to PBS are due and payable on the following schedule: 50% upon signing this contract, 50% when the webpages have been published according to the client's original written specifications. If the total amount of this contract is less than \$600, the total amount shall be paid upon signing this contract. In case the client has not secured Web space on a web hosting service by the time the webpages are completed, the webpages may be delivered to the client on diskette or attached to an e-mail message. Advertising the pages to Web search engines and updating occur only after the final payment is made. All payments will be made in US funds.

15. Payment of Fees. In order for PBS to remain in business, payments must be made promptly. Delinquent bills will be assessed a \$15 charge, if payment is not received within 10 days of the due date. If an amount remains delinquent 30 days after its due date, an additional 5% penalty will be added for each month of delinquency. If the client's payment does not clear the bank, PBS will bill any bank charges to the client. PBS reserves the right to remove webpages from viewing on the Internet until final payment is made. In case collection proves necessary, the client agrees to pay all fees incurred by that process. This agreement becomes effective only when signed by PBS. Regardless of the place of signing of this agreement, the client agrees that for purposes of venue, this contract was entered into in Sonoma County, California, and any dispute will be litigated or arbitrated in Sonoma County, California.

16. Sole Agreement. The agreement contained in this "Web Site Design Contract" constitutes the sole agreement between PBS and the client regarding this Web site only. Any additional work not specified in this contract must be authorized by a written change order. All prices specified in this contract will be honored for six (6) months after both parties sign this contract. Continued services after that time will require a new agreement.

17. Initial Payment and Refund Policy.

The total amount of this contract is \$ _____

This agreement begins with an initial payment of \$ _____. If the client halts work and applies by registered letter for a refund within 30 days, to Lou Thompson, Papillon Business Solutions, 2121 Crosspoint Avenue, Santa Rosa, CA 95403, phone 707.573.7294, work

completed shall be billed at the PBS hourly rate stated above, and deducted from the initial payment, the balance of which shall be returned to the client. If, at the time of the request for refund, work has been completed beyond the amount covered by the initial payment, the client will be liable to pay for all work completed at the hourly rate stated above. No portion of this initial payment will be refunded unless written application is made within 30 days of signing this contract.

The undersigned agrees to the terms of this agreement on behalf of his or her organization or business.

Representative's Name _____
Print name of authorized client representative

Signature _____
Signature of authorized client representative

Date of Signature _____

Agent for PBS _____
Print name of authorized agent for PBS

Signature _____
Signature of authorized agent for PBS

Date of Signature _____

This contract is to include the attachment of the following documents:

- _____ **Web Site Planning Worksheet**
- _____ **Web Site Content Worksheet**