

Osceola Design

6316 Boone Ave. N. Suite 111
Brooklyn Park, MN 55428

Web Development & Design Contract

Name _____
Last First Date

Address _____ City _____

State _____ Zip Code _____ Telephone _____ Mobile _____

Email _____ Fax _____

Terms of Agreement

1. Authorization

The above named client is engaging Osceola Design as an independent contractor for the specific purpose of developing and/or improving a World Wide Web site to be installed on the client's web space located on an Internet Service Provider's (ISP) server.

Hereafter, the client will be know as the "Client" and Osceola Design will be known as the "Developer".

The developer will include in the cost of the design or re-design of a web site the first year's hosting costs free of charge. After the first year, the regular hosting fees will apply as agreed upon by the client and the developer.

2. Base Package / Email

This agreement contemplates up to _____ standard branding web pages with layout and graphic creation. This contract also includes a provision to assist the Client with email set up.

We include one meeting or consultation of up to 2 hours in total free of charge. Additional meetings and consultations will be billed at our hourly rate of \$30.00 per hour.

3. Text

Final text will be supplied by the Client through email, as a Word Document or on a CD or DVD. 500 words per page approximate a standard web page. Web pages of more than 1,200 words of text may be subject to additional fees for increased formatting time.

If the Client does not supply the Developer complete text and graphics content for all web pages contracted within six weeks of the date of this contract, the entire amount of the contract becomes due and payable. If the client has not submitted complete text and graphics content within two months after signing of this contract, an additional continuation fee of 10% of the total contract price will also be assessed each month until the website is advertised.

4. Graphic Creation / Advertisements / Photography

It is anticipated that the Developer will create, capture or receive from the Client all the graphic elements necessary to complete the Client's web site. This includes creating the company logo, ancillary images, animated graphics and banner advertisements. This also includes photography or scanning services as listed here. For Clients residing in the Twin Cities metro area, the developer will at the request of the Client visit the Client's place of business and capture up to _____ images in digital format for inclusion on the Client's web site. Photographic retouching of these images is included in this agreement. If photographic capture is necessary and the Client's place of business resides outside of the Twin Cities metro area, subcontractors may be necessary or the Client may choose to capture the photographs independently.

5. Payment Terms / Workflow

A minimum of 50% is required as a retainer before work on the web site will begin. Once the initial retainer has been received by the Developer, basic site design concepts will be put online for the Client's approval. Communication between the Developer and the Client is crucial during this phase to ensure that the finished site will match the Client's taste and needs. Upon approval of the design, the site will be completed, and final payment plus any additional charges incurred will be due within fifteen (15) business days after delivery of the email or invoice.

If the fifteen days minimum is not met, an additional charge of 10% is due. If payment is not made within thirty (30) days of notification, simple interest will accrue on the balance owed at a rate of 18% from the date the 10% penalty was levied. Developer reserves the right to remove all web content from the internet if payment is not made within thirty (30) days after delivery of our completion notification. If a payment delay is anticipated, please contact the Developer to discuss potential problems in advance. If problems with payment are anticipated, we may be able to accommodate an alternate arrangement.

6. Client Amends

Developer prides itself in providing excellent customer service. That is the spirit of our agreement and the spirit of the Developer's business. To that end, we encourage input from the Client during the design process. The Developer understands, however, that Clients may request significant design changes to pages that have already been built to the Client's specifications. To that end, please note that our agreement does not include a provision for "significant page modification" or creation of additional pages in excess of our agreed page maximum. If significant page modification is requested after a page has been built to the Client's specification, we must count it as an additional page.

Some examples of significant page modification at the request of the Client include

- Developing a new structure to accommodate a substantial redesign at the Client's request
- Recreating or significantly modifying the company logo graphic at the Client's request
- Replacing more than 75% of the text to any given page at the Client's request

- Creating a new navigation structure or changing the link graphics at the Client's request
- Significantly reconfiguring the Client's shopping cart with new product, shipping or discount calculation if an e-commerce enabled site has been selected by the Client

If significant page modification is requested by the Client after the page maximum has been reached, the charge will be \$150.00 for each additional page. Moderate changes, however, will always be covered during our development of the site. Again, we strive to accommodate the needs of the Client, and we maintain a liberal redesign policy. We can not, however, provide major redevelopment services to the excess of the page maximum contemplated by this agreement.

7. Maintenance Agreements

Maintenance Agreements are as needed, and are charged at \$30.00 per hour, with a one hour minimum. Other arrangements for maintenance of web sites can be negotiated by the Developer, dependant on the needs of the Client.

8. Additional Expenses

Client agrees to reimburse the Developer for any critical Client requested expenses necessary for the completion of the project. Examples would be:

- Purchase of specific fonts at Client's request
- Purchase of specific photography at Client's request
- Purchase of specific software or scripts at Client's request
- Submittal to specific search engines at Client's request

9. Copyrights and Trademarks

The Client represents to the Developer and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks or other artwork furnished to the Developer for the inclusion in the Client's site 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 the Developer and it's subcontractors from any claim or suit arising from the use of such elements provided by the Client.

10. Age

Authorized representatives of the Client certifies that he or she is at least 18 years of age and legally capable of entering a contract in the State of Minnesota on behalf of the Client.

11. Ownership of Web Pages and Graphics

Copyright of the finished assembled work of web pages produced by the Developer and graphics shall be vested with the Client upon final payment for the project. This ownership is to include design, photos, graphics, source code, work-up files, text and any programs(s) specifically designed or purchased on behalf of the Client for completion of this project.

All materials developed under this contract and intended for publication to the web remain the property of the Developer until such time as the final payment for the work described herein has been tendered by the Client. At this time, all materials become the property of the Client, and may be used by them as desired. Should materials described in this contract be used on the web by Client before the tender of final payment, then this contract is breached and appropriate penalties will apply.

12. Design Credit

The Client agrees that the Developer may put a byline on the bottom of their index html or main html web page establishing design and developmental credit. Client also agrees that the web site created for the Client may be included in the Developer's portfolio.

13. Cancellation

Cancellation of the project at the request of the Client must be made by certified letter. In the event that work is postponed or canceled at the request of the Client by certified letter, the Developer shall have the right to retain the original deposit. In the event this amount is not sufficient to cover the developer for time and expense already invested in the project, additional payment will be due. If additional payment is due, this will be billed to the Client within 10 days of notification via certified letter to stop the work. Final payment will be expected under the same terms as listed in article 5 of this agreement.

14. Entire Understanding

This contract constitutes the sole agreement between the Developer and the Client regarding this project. It becomes effective only when signed by both parties. It is the spirit of this agreement that this will be a mutually beneficial arrangement for the Client and the Developer. Specific details of our agreement are on the attached proposal. Both parties warrant that they have read and understand the terms set forth in this agreement.

This agreement shall be governed and construed in accordance with the laws of the State of Minnesota.

On behalf of the Client _____ Date _____

On behalf of the Developer _____ Date _____

**Thank you for choosing Osceola Design
Please mail or fax completed contract**

**Address: 6316 Boone Ave. N Suite #111
Brooklyn Park, MN 55428**

**Fax: 763-322-8741
Cell: 763-639-9406**