

Creative Business Resources, Inc. - CBRI Web Design  
7841 169<sup>th</sup> Road – Live Oak, FL – 32060  
Phone: (386) 362-7595

### Website Design Contract

Client:	
Contact Name:	
Phone:	
URL Domain name:	http://www.yoursite.com

1. Design Services. (Client) is engaging CBRI Web Design of 7841 160<sup>th</sup> Road, Live Oak, FL 32060, as an independent contractor for the specific project of developing and/or improving a World Wide website to be installed on the client's web space. The various "Web Page" packages and pricing are found on the CBRI Web Site under "Custom Web Design". After completion of web design, hourly rates apply as listed in item 3 below "Maintenance and Hourly Rate". The content of the Web pages should be supplied by the client. In case the client desires additional standard Web pages beyond the original number of pages specified above, the client agrees to pay CBRI an additional \$50.00 for each additional Web page. Where custom graphic work is requested, it will be billed at the hourly rate specified below.

2. Web Hosting Services. Web hosting services will be provided to Client by CBRI Web Design. The various "Hosting Plan" packages are found on the CBRI Web Site under "Web Site Hosting" and includes domain registration or renewal, web based e-mail, and traffic statistics. A discount applies when hosting is paid on an annual basis. There is a one-time set up fee of \$9.95 for web hosting. The domain name annual fee is \$25.00.

3. Maintenance and Hourly Rate. Changes requested by the client after completion and installation of website will be billed at the hourly rate of \$25.00. This rate shall also govern additional work authorized by the client for such services as webpage design, editing, modifying product pages and databases in an online store, as well as art, photo, and graphics services.

4. Copyright to Webpages. Copyright to the finished assembled work of webpages produced by CBRI Web Design is owned by CBRI Web Design. Upon final payment of this contract, the client is assigned rights to use as a website the design, graphics, and text contained in the finished assembled website. 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. CBRI Web Design and its subcontractors retain the right to

display graphics and other Web design elements as examples of their work in their respective portfolios.

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

6. Completion Date. CBRI Web Design and the client must work together to complete the website in a timely manner. We agree to work expeditiously to complete the website by targeted date of \_\_\_\_\_.

7. Payment of Fees. Fees to CBRI Web Design are due and payable on the following schedule: 50% upon signing this contract. The remaining 50% is due when the web pages have been constructed according to the client's original specifications. Once all parties are satisfied with the resulting website, any additional changes will be subject to the hourly rate of \$25.00. Fees to Creative Business Resources, Inc. (CBRI) are due and payable upon receipt. All payments will be made in US funds. In order for CBRI 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. CBRI reserves the right to remove Web pages from viewing on the Internet until final payment is made. In addition, there is a \$200.00 charge per web page due and payable in advance to reinstate the web pages to an active status. In case collection proves necessary, the client is responsible to pay all fees incurred by that process. Please pay on time.

8. Legal. CBRI Web Design does not warrant that the functions contained in these web pages will be uninterrupted or error-free. In no event will CBRI Web Design 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 web pages or website, even if CBRI Web Design has been advised of the possibility of such damages.

9. Initial Payment and Refund Policy. The total amount of this contract is \$\_\_\_\_\_.

- This includes the following:
- \$\_\_\_\_\_ Domain Name Registration
  - \$\_\_\_\_\_ Web Design Fee
  - \$\_\_\_\_\_ Annual Hosting Fee, and \$9.95 one time Hosting Set Up Fee

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 the Creative Business Resources, Inc., 7841 169<sup>th</sup> Road, Live Oak, FL 32060, phone

(386) 362-7595, work completed shall be billed at the 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 shall 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.

Client (authorized signature):

\_\_\_\_\_ Date \_\_\_\_\_

On behalf of CBRI Web Design (authorized signature):

\_\_\_\_\_ Date \_\_\_\_\_