

Flying Orange Web Design
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**Please read contract in its entirety. Be sure to initial each page, and sign and date where indicated.
Once completely filled out, please fax, scan or mail ALL pages with one of the options above.**

Contract for Web Design Services

This agreement is between _____ ('Client') and Flying Orange Web Design ('Provider').

1. **AUTHORIZATION**

'Client' is engaging above named 'Provider', a sole-proprietorship, as an independent contractor for the specific project of developing a web site. The 'Client' hereby authorizes 'Provider' access and "write permissions" to all directories and files of this account.

2. **WEB SITE SERVICES**

- Create a Custom Designed web template including setup of ACM Systems Shopping Cart
- Design to include web page layout – placement of text, graphics/photos, navigation links, external links and e-mail links. In designing the web page, logo and text are to be provided by 'Client', unless otherwise specified in this contract.
- Minor updates and changes to web site at no charge for one month beginning when web site is transferred to the internet for public viewing. Minor changes are limited to: changing wording, or making general design or text corrections. Regular hourly rate will apply to retyping of lengthy text, adding new text, adding new pictures, adding new pages, or any other major changes not contained in contract.
- Work will commence upon receipt of **signed** contract. Completion date set for no more than 14 days after receipt of contract unless otherwise agreed to by 'Provider' and 'Client'.
- 'Provider' will provide all web site files to 'Client' by disk or other electronic means by request.

3. **FEES**

- All fees payable in US dollars.
- Web Design is \$ _____ to include _____

- Domain Hosting at _____ per month, _____ for six (6) months or _____ for twelve (12) months.
- Domain Registration is \$9.95 per year.
- Maintenance is provided under separate contract.

4. **PAYMENT**

- Payment in full will be due upon the following two (2) conditions being met:
 - ✓ Client is able to view, critique and approve of the format and layout of the web site. Pages may not be completely "finished" but most elements will be in place.
 - ✓ Web site is uploaded for viewing by public.
- Upon meeting these 2 conditions, 'Client' will be billed via e-Mail/Fax and full payment for web design will be due upon receipt. 'Provider' will change any design/layout features not approved by the 'Client'. Reasonable efforts by 'Provider' to satisfy 'Client' will be made. In the unlikely event that 'Client' does not accept any of the multiple design layouts that may be provided, rejection fees will be 50% of total fees and ownership of all work to remain with 'Provider'.
- A \$ _____ down payment is requested with remaining fees due at time of completion. Full payment is due within 3 business days of website going live. Failure to pay will result in website being removed from public viewing and a 2% finance charge for each 3 day increment.
- Payments will be accepted via PayPal, Visa, Mastercard, Discover, American Express, Personal Check or Money Order. Checks should be made payable to Jennifer Strumbel.

5. **COPYRIGHT AND TRADEMARKS**

- The 'Client' represents to 'Provider' and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to 'Provider' for inclusion in web 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 'Provider' from any claim or suit arising from the use of such elements furnished by the 'Client'.

- B. 'Provider' guarantees that any text, graphics, photos, designs, trademarks or other artwork has received the proper rights and/or licenses to be used on the web site. Use of 3rd party graphical element may require a statement at the bottom of the web page acknowledging the source of the graphical element. It is agreed by both 'Client' and 'Provider' that such statement shall remain on the web site so long as the graphical element remains. Under no circumstances shall these elements be used in any other media or marketing outside the web site, unless 'Client' receives direct authorization from the 3rd party.

6. LIABILITY

- A. In the event that 'Client' or other agent acting on the behalf of the 'Client' accesses files and disrupts the layout or functionality of the web site, 'Provider' can work to get the web site back up and running at the regular hourly rate.
- B. Under no circumstances, including negligence, shall 'Provider', or any other company involved in the creation, production or distribution of the web site, be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the 'Provider's' services; or that results from mistakes, omissions, interruptions, deletion or loss of files or data, errors, defects, delays in operation, or of performance, whether or not limited to acts of nature, communication failure, theft, destruction or unauthorized access to 'Provider's' records, programs or services.

7. LAWS AFFECTING 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 'Provider' and it's subcontractors from any claim, suit, penalty, tax, or tariff arising from the 'Client's' use of Internet electronic commerce.

8. COPYRIGHT TO WEB PAGES AND CONTENT

- A. Copyright to the finished assembled work of web site produced and designed by 'Provider' is owned by 'Provider'. This ownership is to include rights to the design, any photos or graphics supplied by 'Provider', source code, and computer programs specifically designed for this web site. Upon full and final payment of this contract, the 'Client' is assigned copyright to use as a web site the design, graphics, and text contained in the finished assembled web site.
- B. All graphics, photos and text provided by 'Provider' are property of 'Provider' and may not be used in any media outside the web site without permission or transfer of rights specified in writing between 'Provider' and 'Client'.
- C. Web Site files may be given to 'Client' on disk or other electronic media. Possession of this disk by 'Client' does not constitute ownership of all file contents by 'Client'.

9. INTERNET ETIQUETTE

'Provider' is a developer of ethical web sites. As such, 'Provider' will not design, promote, or attach links to any site that includes adult content, nudity, obscene language or that encourages or promotes intolerance or discrimination of or towards people or peoples of any race, color, sex, creed or religion. Nor will 'Provider' design, promote or attach links to any site that advocates, encourages or practices the exploitation of any group or groups in society, including, and in particular, children, the elderly or the disadvantaged.

10. AUTHORSHIP CREDIT:

- A. 'Client' agrees that 'Provider' may put a small byline link on the bottom of their web page establishing authorship credit. In order that Provider may remove their byline in the event of the design being altered, it is mutually agreed that 'Provider' will be notified of any design changes to this web site.
- B. 'Provider' may use 'Client' web site as a sample of work in print or through a web site link.

12. CANCELLATION:

- A. For cancellation of web design services at no fault of 'Provider', payment in full is required.
- B. Rejection fees will be 50% of total web design fees. Reasonable efforts by Provider to satisfy Client will be made; however, work already performed must be compensated for.
- C. This contract may be cancelled in writing at any time by either party.

13. ENTIRE UNDERSTANDING:

This contract constitutes the sole agreement between the 'Provider' and 'Client' regarding its web design and hosting service. This agreement shall be governed and construed in accordance with the laws of the State of Minnesota.

'Client' Signature: _____

Date: _____

'Client' Name: _____

'Provider' Signature:

Date:

'Provider' Name: Jennifer Strumbel

Complete the Following Contact and Billing Information

Company Information:

Company Name: _____

Contact Name: _____

Billing Address: _____

Current Email Address: _____

Alt. Email Address: _____

Phone Number: _____

Alt. Phone Number: _____

Fax: _____

Alternate Contacts: _____

Website Information: (if new account hosting with us, please provide info on what you want)

Website URL: _____

Host Name: _____

FTP Username: _____

FTP Password: _____

Payment Type (circle one):

PayPal e-Mail address for payment requests: _____

Credit Card (Visa, Mastercard, Discover, Amex)

_____ Bill for Down Payment Only

_____ Bill for Full Cost

_____ Bill for Down Payment and upon authorization, bill for completion of design

Name on Card: _____

Credit Card Number: _____

Expiration Date: _____ CVV: _____

Credit Card Billing Address (if different from above):

Check or Money Order