

Website Design Contract

between

Elsabe Steyn t/a My Website Design

and

Company / Client Name _____

Phone _____ FAX _____

Contact person _____

Address _____

E-mail address _____

Present WWW URL (if any):

Our desire is to delight the client. One way is to make clear our understandings with each other. These are the terms of our agreement together:

1. Authorization. The above-named client is engaging My Website Design, a sole proprietor, located at 2 San Marco, Kelly Avenue, Boskruin, Randburg, as an independent contractor for the specific project of developing and/or improving a World Wide website. The client hereby authorizes My Website Design to access this account, and authorizes the web hosting service to provide My Website Design 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. The client also authorizes My Website Design to publicize their completed website to Web search engines, as well as other Web directories and indexes.

2. Standard Website Package Elements. (For Standard Website Packages My Website Design includes the following elements in their Standard Website Packages:

- **E-mail / phone consultation**(Up to 2 hours total general Internet orientation education, marketing strategy, Web design consultation, and helping clients learn to use their own webpage. (Additional education and consultation is at our hourly rate.)
- **Words of text** supplied by the client (200 words per page approximate maximum if not supplied via diskette. webpages of more than 1,200 words of text may be subject to additional fees, especially if they require a great deal of formatting.)
- **Links** to external pages, up to an average of 2.5 per page.
- **Custom Graphics Package.** Masthead graphic on first page (simple custom graphic incorporating company logo). Top-of-page graphic for all other pages in your website. Colorful lines and bullets, and colored and textured background.
- **Photos and other misc. graphic images** supplied by client (up to an average of 1.3 included per page in standard websites and "regular" online store pages, in addition to masthead and top-of-page graphic.)
- **Minor updates and changes** to existing webpages for six months, subject to the limits outlined below. Additional changes billed at hourly rate.
- **Site publicity** to at least a dozen major Web search engines, such as Google, Yahoo, Bing, etc.
- **E-mail response link** on each webpage to any e-mail address the client designates.
- **Feedback or guest book form** (Basic CGI program included. Includes up to 20 fields.
- **Image Map** for internal navigation (Not included in the package price for sites smaller than 6 pages.)
- **Search Engine Optimization (SEO)** of high standard to achieve a score of more than 80% when the website is analyzed as a domain by <http://whois.domaintools.com>

3. Standard Website Packages only. The content of the webpages will be supplied by the client and executed as specified by the client. This website includes up to _____ webpages. The client agrees to pay My Website Design R_____ for design / development of the website as stipulated in this agreement. In case the client desires additional standard webpages beyond the original number of pages specified above, the client agrees to pay My Website Design an additional R_____ for each additional webpage.

4. Maintenance and Hourly Rate. This agreement includes minor webpage maintenance to regular webpages over a six-month period, including updating links and making minor changes to a sentence or paragraph. The six-month maintenance period commences upon the date the client signs this contract.

Changes requested by the client beyond those limits will be billed at the hourly rate of R_____. This rate shall also govern additional work authorized beyond the maximums specified above for such services as general Internet orientation education, marketing

consulting, webpage design, editing, modifying product pages and databases in an online store, and art, photo, graphics services.

5. Changes to Submitted Text. Please send us your **final text**. Time required to make substantive changes to client-submitted text after the webpages have been constructed may be additional, billed at the hourly rate.

6. Web Hosting. The client understands that any web hosting services require a separate contract with a web hosting service. The client agrees to a web hosting service which allows My Website Design full access to the website. The client further understands that My Website Design may use Homestead to host the website and to register a suitable Domain Name. (Subject to monthly subscription by Debit Order). The client agrees to pay to My Website Design monthly the amount of R75-00 by debit order. Should the client choose to have a Domain name registered, My Website Design should be consulted w.r.t. the suitability of such a domain for the purposes of "pointing" or "forwarding" to ensure smooth integration. My Website Design can preferably arrange such registration through Homestead. Should the Client choose to manage / update the website in the future, My Website Design will transfer the website to the Clients account with Homestead. The client will then be responsible to open their own account with Homestead and My Website Design will cease to be responsible for the website.

7. Completion Date. My Website Design and the client must work together to complete the website in a timely manner. We agree to work expeditiously to complete the website no later than _____.

If the client does not supply My Website Design complete text and graphics content all webpages contracted for the website will be completed and advertised with content decided and added on by My Website Design.

8. Payment of Fees. Fees to My Website Design are due and payable upon signing this contract. All payments are made to Elsabe Steyn, ABSA Saving Account, Acc # 9112585414.

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

10. Legal Stuff. My Website Design does not warrant that the functions contained in these webpages or the Internet website 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 website is with client. In no event will My Website 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 webpages or website, even if My Website Design 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 My Website Design and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to My Website Design 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 My Website Design 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 My Website Design 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 My Website Design is owned by My Website 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. My Website Design and its subcontractors retain the right to display graphics and other Web design elements as examples of their work in their respective portfolios.

14. Payment of fees. In order for My Website Design to remain in business, payments must be made promptly. My Website Design reserves the right to remove webpages from viewing on the Internet until 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 My Website Design.

15. Sole Agreement. The agreement contained in this "Website Design Contract" constitutes the sole agreement between My Website Design and the client regarding this website. 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.

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

Signed at _____ this _____ day of _____ 20____ .

On behalf of the client (authorized signature):

On behalf of Elsabe Steyn t/a/ My Website Design (authorized signature)
