



Gaslamp Village Web Design Studio

14 Craven Place SE
Medicine Hat, AB. T1A 7T8

Phone: 403-529-2778

e-mail: gaslamp@telus.net

Web Site Design Agreement

Contact Name _____

Phone Number (with area code) _____ Fax Number _____

Company / Client Name _____

Mailing Address _____

City _____ Province/State _____ Postal Code _____

E-mail address _____

WWW URL (if you already currently have one): _____

If you plan to maintain the site yourself please fill out the following:

Desired Initial Username _____ Password _____

Web Site Design Terms Of Service

Gaslamp Village's 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 Gaslamp Village Web Design Studio, located at 14 Craven Place SE, Medicine Hat, AB, 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 client hereby authorizes Gaslamp Village Web Design Studio to access this account, and authorizes the web hosting service to provide Gaslamp Village Web Design Studio 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 Gaslamp Village Web Design Studio to launch their completed website to the World Wide Web, and submit the website URL to any Web search engines, Web directories, indexes, site listings, directories, etc. if required.

2. Standard Website Package Elements. Gaslamp Village Web Design Studio includes the following elements in their Standard Website Packages:

- **E-mail/phone consultation** Gaslamp Village Web Design Studio allows up to 3 hours total for any consultations regarding the marketing strategy and web design consultation. Any additional general Internet orientation education or training required for the client to update their completed website will be at our hourly rate of \$60.00. Telephone long distance charges may be charged in addition to package rates quoted if the charges are substantial enough (and is solely at the discretion of Gaslamp Village Web Design Studio).
- **Words of text** are to be supplied by the client via CD, DVD, flash drive or e-mail in Notepad format. If text is not supplied in one of the above formats, only 200 words per page approximate maximum will be allowed. The client will be charged at the normal rate of \$60.00/hour for any additional text . Web pages of more than 1,200 words of text may also be subject to additional fees, especially if they require a great deal of formatting.
- **Links** to external pages, as needed.
- **Custom Graphics Package.** All graphics are created and supplied by Gaslamp Village Web Design Studio. We DO NOT use on-line templates, therefore, we are offering you a "Custom Website". All custom graphics remain the property of Gaslamp Village Web Design Studio. (Please see our copyright information for more information on this.)
- **Photos and other misc. graphic images** supplied by client (up to an average of 3 included per page in standard websites and up to 10 images displayed on "regular" online store pages or up to 20 images displayed on photo albums). Additional photos are \$3.00 each (if supplied on disc or via e-mail) and \$5.00 each if it requires us scanning them. Gaslamp Village will take digital photos to use within your website for an additional charge of \$60.00/visit.
- **Minor updates and changes** to existing web pages are allowed for two weeks, subject to the limits outlined below. Additional changes billed at our hourly rate of \$60.00/hour. For online stores, this includes only "regular" pages, not product pages or the ordering system pages unless there is an error by Gaslamp Village Web Design Studio or its representatives. This does include any MINOR modifications and tweaking to work out backend database bugs and functionality. This does not include adding features past the scope of this project outlined in this agreement.
- **E-mail response link** on each webpage to any e-mail address the client designates.

3. Standard Website Packages only. The content of the web pages will be supplied by the client and executed as specified by the client. This website includes up to (5)static web pages. In case the client desires additional standard web pages beyond the original number of pages specified above, the client agrees to pay Gaslamp Village Web Design Services an additional **\$125.00** for each additional webpage. Graphics or photos beyond the allowed average shall be billed additional (see standard webpage package elements above). Where custom graphic work (beyond the scope of the "Custom Graphics Package" detailed above) is requested, it will be billed at the hourly rate of \$60.00.

4. Online Stores. The text and graphic content of the web pages will be supplied by the client and executed as specified by the client. It is understood that Gaslamp Village Web Design Studio charges an additional \$60.00/hour to set up the on-line store on your website. This is over and above the basic design fee. Should the client wish to be trained to update their on-line store, additional education and consultation is also at our hourly rate of \$60.00/hour.

Product web pages, products, or photos added after the store is ready for advertising to the Web search engines will be calculated for actual time spent at the hourly rate specified below.

5. Maintenance and Hourly Rate. This agreement includes minor webpage maintenance to regular web pages (not store product pages) over a two week period, including updating links and making minor changes to a sentence or paragraph. It does not including removing nearly all the text from a page and replacing it with new

text. If the client or an agent other than Gaslamp Village Web Design Studio attempts updating the client's pages, time to repair web pages will be assessed at the hourly rate, and is not included as part of the updating time. The two week maintenance period commences upon the date the client's web site is officially published to the web.

Changes requested by the client beyond those limits will be billed at the **hourly rate of \$60**. This rate shall also govern additional work authorized beyond the maximums specified above for such services as general Internet orientation education, marketing consulting, web page design, editing, modifying product pages and databases in an online store, and art, photo, graphics services, and helping clients learn how to use their own web page editor. CGI programming charges (if any) are not included in this rate.

6. Changes to Submitted Text / Approved Template / Client Creative Control over Design and Web Pages.

Please send us your **final text**. And please be sure you have completely checked the template before approving it. Time required to make substantive changes to the template or client-submitted text after the template or web pages have been constructed will be additional, billed at the hourly rate of \$60.00. Should the client require any additional changes on any of the pages, or require more creative control on any of the pages, this will also be billed at an additional hourly rate of \$60.00/hour.

7. Web Hosting. The client agrees to select a web hosting service which allows Gaslamp Village Web Design Studio full access to the website and directory via FTP. The web host must agree to allow the website to be uploaded directly to the web, not the server. If the client's current web host does not comply, it is the responsibility of the client to 'solve the problem' with their web host.

8. Completion Date. Gaslamp Village Web Design Studio and the client must work together to complete the website in a timely manner. Our final timelines remain with the client as we require the client to supply us with all copy, photos and website content. We agree to work expeditiously to complete the website in a timely manner from Initial Contract Approval and initial \$525.00 Deposit Paid. *Unless previous arrangements are made which may be attached to this contract.

If the client does not supply Gaslamp Village Web Design Studio complete text and graphics content for all web pages contracted for within four weeks of the date the template was completed, the entire amount of the contract becomes due and payable. If the client has not submitted complete text and graphics content within six weeks after the template is completed, Gaslamp Village Web Design Studio reserves the right to halt all work on the website, and the client will be moved to the bottom of the job board. At that time, Gaslamp Village Web Design Studio and will not be held responsible for the website not being launched, and will not guarantee a date for this job to be completed.

9. Payment of Fees. Fees to Gaslamp Village Web Design Studio are due and payable on the following schedule: **\$525.00 deposit upon signing this contract and the balance will become due when the web site has been constructed and proofed** according to the client's original specifications unless other arrangements have been agreed upon. **HOWEVER**, if the website has been completed but not published due to ANY FAULT of the client (information not submitted, proof reading not completed, etc...) which, in turn, is holding up the publishing of the website, the client will be invoiced for the remaining balance of the website and all monies will become due and payable (as per #15 – Late Payments / Charges according to this contract). The web site will be published on the World Wide Web once all monies due are paid. In case the client has not secured Web space on a web hosting service by the time the web pages are completed, the web pages may be delivered to the client on diskette or attached to an e-mail message. All payments will be made in Canadian funds payable to, " Gaslamp Village Web Design Studio". Personal Checks must clear before website design will begin.

10. Assignment of Project. Gaslamp Village Web Design Studio reserves the right to assign subcontractors to this project to insure the right fit for the job as well as on-time completion. We also reserve the right to assign our staff as we see fit, to ensure we finish the job in a timely fashion. Should the client wish to retain the services of one staff member exclusively, all work will be done at an additional hourly rate set by Gaslamp Village Web Design Studio.

11. Legal. Gaslamp Village Web Design Studio does not warrant that the functions contained in these web pages or the Internet website will meet the client's requirements or that the operation of the web pages will be uninterrupted or error-free. The entire risk as to the quality and performance of the web pages and website is with client. In no event will Gaslamp Village Web Design Studio, Marlyn Quast, or any staff member or sub contractor 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 Gaslamp Village Web Design Studio 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.

12. Copyrights and Trademarks. The client represents to Gaslamp Village Web Design Studio and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Gaslamp Village Web Design Studio 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 Gaslamp Village Web Design Studio and its subcontractors from any claim or suit arising from the use of such elements furnished by the client. Anything supplied by Gaslamp Village Web Design Studio remains the property of Gaslamp Village Web Design Studio.

13. Copyright to Web Pages. Most people assume that when you have a designer create your website, that you are paying for the products of the final finished product. This is not true in most cases. More often than not, you are only purchasing the exclusive usage of these graphics and files, and all copyrights remain with the designer. Much like having a professional photographer take your photo, you are purchasing the photo but the copyright stays with the photographer. You cannot reproduce it without proper permission. So as to better inform you before we start work on your project we outline our stance on this issue which will therefore, hopefully, cause less potential misunderstandings later. Should you wish to purchase the copyrights, arrangements may be made.

Copyright to the finished assembled work of web pages and or graphics produced by Gaslamp Village Web Design Studio remain the property of Gaslamp Village. Upon final payment of your contract, you the client are assigned rights to use these elements, contained in the finished assembled website or design project. Rights to photos (Supplied by Gaslamp Village), graphics, layout, source code, work-up files, computer programs and other elements that have been supplied by us are specifically not transferred to the client, and remain the property of their respective owners. If you, the client, are (or are intending to), update and maintain your own website, you have permission to alter the content only. Should you require any changes to custom graphics or the template, these changes are only to be done by Gaslamp Village Web Design Studio. Should you decide to 'retire' the services of Gaslamp Village Web Design Studio for any reason, all web design pages, layouts, work up files, graphics, etc ... will remain the property of and be relinquished to Gaslamp Village BEFORE another designer begins working on a new website for you. Should the client wish to purchase the copyrights to any of these elements, then arrangements can be made with an additional cost to the client. If this is something of interest to a respective client, it is the sole responsibility of the client to make prior arrangements or release of copyrights.

14. 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 Gaslamp Village Web Design Studio and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the client's exercise of Internet electronic commerce.

15. Late Payments / Charges. In order for Gaslamp Village Web Design to remain in business, payments must be made promptly. Delinquent bills will be assessed a \$25 charge if payment is not received within 10 days of the invoice date. If the website was launched before payment was made, Gaslamp Village Web Design reserves the right to remove web pages from viewing on the Internet until final payment is made. If an amount remains delinquent 30 days after its due date, an additional 5% penalty will be added for each month of delinquency and the website will be "**turned off** from public viewing with a Splash Page stating that the web site is undergoing routine maintenance. Any statement from the client that payment will not be made in the future, then Gaslamp Village Web Design Studio reserves the right to "turn off " the web site at any given time past the actual due date. If an amount remains delinquent 60 days after its due date, all files will be removed from the server and no duplication rights or usage will be granted. In case collection proves necessary, the client agrees to pay all fees incurred by that process. This Agreement becomes effective immediately upon web site completion and clients are encouraged to read Agreement terms carefully and thoroughly and ask questions to Marlyn Quast, Gaslamp Village Web Design if they should arise. Regardless of the place of reading / signing of this agreement, the client agrees that for purposes of venue, this contract was entered into in Medicine Hat, Alberta, and any dispute will be litigated or arbitrated in Medicine Hat, Alberta. Please pay on time.

16. Sole Agreement. The agreement contained in this "**Web Site Design Agreement**" constitutes the sole agreement between Gaslamp Village Web Design Studio, its subcontractors, 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 12 months after all parties sign this contract. Continued services after that time will require a new agreement.

18. Initial Payment and Refund Policy.

This agreement begins with an initial payment of \$525.00

If the client halts work and applies by registered letter for a refund within 30 days, to the Sole Proprietor of Gaslamp Village Web Design Studio, 14 Craven place, SE, Medicine Hat, Alberta T1A 7T8, phone (403) 529-2778, work completed shall be billed at the hourly rate of \$60.00, 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 above also applies to upfront hosting fees. No refunds for hosting will be made after 30 days unless server logs demonstrate that the web site was not accessible via a standard internet browser viewable for a period more than 10%.

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

On behalf of the client (authorized signature):

_____ Date _____

On behalf of Gaslamp Village Web Design Studio (authorized signature)

_____ Date _____

Last revised October 1, 2010

Gaslamp Village Web Design Studio- Our Business is Helping your Business to Grow ...