



HUDSON INK your eye for design

WEBSITE DESIGN CONTRACT

Contact Name: _____

Phone: _____ Fax: _____

Company/Client: _____

Address: _____

E-mail address: _____

Present URL (if any): 1) _____

Username: _____ Password: _____

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 Hudson Ink, a sole proprietor, located at 108 Birdie Court, Jacksonville, NC, 28540, as an independent contractor for the specific project of developing and/or improving a website to be installed on the client's web space on a web hosting service's computer. The client hereby authorizes Hudson Ink to access this account.
- 2. Website Content and Elements.** The content of the website will be supplied by the client. This includes text, graphics, artwork, and photos. All content should be supplied via email or other transportable media such as thumb drive, CD, or DVD. Custom graphic work (including but not limited to scanning, photo manipulation, logo creation, etc.) will be billed at the hourly rate. Hudson Ink will also provide the following website elements:
 - Installation of webpages on the client's web hosting service.
 - Minor updates and changes to the website during a 30-day grace period, subject to the limits outlined below. Additional changes will be billed at the hourly rate.
- 3. Maintenance and Hourly Rate.** This agreement includes minor website maintenance (a "30-day grace period") to include updating links and making minor changes to a sentence or paragraph. It does not include such things as replacing entire blocks of text, changing the color scheme, or manipulating artwork. If the client or an agent other than Hudson Ink attempts to update the client's pages, any design necessary to repair the website will be assessed at the hourly rate, and is not included as part of the 30-day grace period. The maintenance period commences upon completion of the website. Changes requested by the client beyond those limits will be billed at the hourly rate. This rate shall also govern any additional work authorized by client for related services.

The hourly rate for this project is \$30. The specified rate will be honored for six (6) months after both parties sign this contract. Continued services after that time will require a new agreement.
- 4. Web Hosting.** The client understands that any web hosting services require a separate contract with a web hosting service. The client agrees to select a web hosting service which allows Hudson Ink full access. If the client does not currently have hosting, Hudson Ink will provide limited hosting during the creation of the website; after the website is complete, web hosting will be charged at a rate of \$10/week.
- 5. Completion Date.** Hudson Ink 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 _____.

- 6. **Legal Stuff.** Hudson Ink does not warrant that the operation of the website will be uninterrupted or error-free. The entire risk as to the quality and performance of the website is with the client. In no event will Hudson Ink 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 this website, even if Hudson Ink has been advised of the possibility of such damages.
- 7. **Copyrights and Trademarks.** The client represents to Hudson Ink and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Hudson Ink for inclusion in the website 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 Hudson Ink from any claim or suit arising from the use of such elements furnished by the client.
- 8. **Copyright to Webpages.** Copyright to the finished assembled work of webpages produced by Hudson Ink is owned by Hudson Ink. 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. Hudson Ink retains the right to display graphics and other Web design elements as examples of their work in their respective portfolios.
- 9. **Sole Agreement.** The agreement contained in this "Website Design Contract" constitutes the sole agreement between Hudson Ink and the client regarding this website. Any additional work not specified in this contract must be authorized in writing. 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.
- 10. **Payment of fees.** Fees to Hudson Ink are due and payable on the following schedule: \$_____ deposit upon signing this contract, balance due when the website has been constructed according to the client's original specifications.

Payments must be made promptly. Delinquent bills will be assessed a \$15 charge if payment is not received within 15 days of the due date. If an amount remains delinquent 30 days after its due date, an additional \$15 penalty will be added for each month of delinquency. In case collection proves necessary, the client agrees to pay all fees incurred by that process. Please pay on time.

- 11. **Initial Deposit and Refund Policy.** This agreement begins with an initial deposit of \$_____ with the remainder due upon project completion. If the client halts work and requests a refund in writing, any completed work 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 14 days of signing this contract.

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 Hudson Ink (authorized signature)

_____ Date _____