



## **WebtrackNetworkers Web Design Contract**

### **1. Authorization.**

The named client is engaging WebtrackNetworkers, as an independent contractor for the specific web design project of developing and/or improving a web site, hereinafter referred to as "web design project" to be installed on the client's account on an Internet Service Provider (ISP) / Web Presence Provider (WPP) computer, hereinafter refer to as "Hosting Service". The client hereby authorizes WebtrackNetworkers to access this account, and authorizes the Hosting Service to provide WebtrackNetworkers with "full access" to the client's account, and any other programs needed for this web design project that are included as part of the client's service agreement/level. The client also authorizes WebtrackNetworkers to submit the completed web design project to major Web Search Engines when such services are purchased.

### **2. Development.**

The following is included in the quoted web design project rate:

- Client Web Design
- Project Detail
- Web Design Package Features
- Web Design Additions or Options
- Browser Compatibility

Designing a web site to fully work in multiple browsers (and browser versions) can require considerable, extra effort. It could also involve creating multiple versions of code/pages. WebtrackNetworkers guarantee that the web site we design for you will work in:

- Microsoft Internet Explorer versions 4 and up, on Windows 98 operating systems and up
- Netscape Navigator/Communicator version 4 and up; on Windows 98 operating systems and up

While WebtrackNetworkers will make every effort, always, to design a fully functional web site, our guarantee does not cover AOL, Macintosh platforms, text-based browsers, or any requested special effect that we have advised you against.

Accessibility for People with Disabilities WebtrackNetworkers standard is to meet as many as possible of the currently recommended guidelines for web site development. Without sacrificing quality and design, we try to ensure that the content and functions we build into our web sites are available to all visitors.

### **3. Assignment of web design project.**

WebtrackNetworkers reserves the right to assign subcontractors to this web design project to insure that the terms of this agreement are met as well as on-time completion.

### **4. Copyright and Trademarks.**

The client unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to WebtrackNetworkers for inclusion in the web design project 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 WebtrackNetworkers and its subcontractors from any claim or suit arising from the use of such elements furnished by the client.

### **5. Web Site Maintenance.**

This agreement allows for minor web site maintenance to pages over a 1-month period, including updating lines and making minor changes to a sentence or paragraph. It does not include updating replacing nearly all the text from a page with new text, major page reconstruction, new pages, guest books, discussion webs, navigation structure changes, and/or "attempted updates by client" repairs. The period of 1 month begins on the date the client's web design site has been published to client's hosting service or 30 days from the date this agreement was signed, which ever comes first.

### **6. Completion Date.**



WebtrackNetworkers and the client must work together to complete the web design project in a timely manner. We agree to work expeditiously to complete the web design project no later than 30 days after the client has submitted all necessary materials. If the client does not supply WebtrackNetworkers with complete text and graphic content for this web design project within 45 days of the date this agreement was signed, the entire amount of the agreement becomes due and payable. If the client still has not submitted all the required contents within 60 days after signing this agreement, an additional continuation fee of 15% of the total agreement price will be assessed for each month until the web design project is published or the client cancels the web design project in writing.

### **7. Project Delivery.**

The web site design project will be published to the client's hosting service for initial review by client at the earliest possible time. If the client wishes draft versions for the website to be published to a non-public domain folder, that may also be facilitated on client request.

Payment in full is expected when the specifications of the design specification from have been met, as outlined in the separate document "Web Services Order Form.Client.(doc) or .(pdf)", or in email form.

The client understands that WebtrackNetworkers hosting services are a separate function for web design projects. Hosting services require a separate contract with WebtrackNetworkers.

The client agrees to select a hosting service which allows WebtrackNetworkers full access to the client's account via FTP or other multiple file transfer means. The client will be solely responsible for all hosting service charges.

### **8. Electronic Commerce Laws.**

The client agrees that the client is solely responsible for complying with such laws, taxes and tariffs, and will hold harmless, protect, and defend WebtrackNetworkers and its subcontractors from any claim, suit, penalty, tax or tariff arising from the client's exercise of Internet electronic commerce.

### **9. Web Design Project Copyright.**

The client assumes all responsibility for the use and functionality of the web design project.

WebtrackNetworkers owns copyright to the finished web design site produced by WebtrackNetworkers. The client will be assigned rights to use the web design project as a web site, once final payment under this agreement and any additional charges incurred have been paid. 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. WebtrackNetworkers and its subcontractors retain the right to display graphics and other web design elements as examples of their work in their respective portfolios. Unless otherwise requested web design will include the line "This site designed and hosted by WebtrackNetworkers.com" and be linked to <http://www.webtracknetworkers.com>.

### **10. Payments.**

Payments must be made promptly based on the schedule below. 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 10% penalty will be added for each month of delinquency.

WebtrackNetworkers reserves the right to remove any web design project from viewing on the Internet until final 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 WebtrackNetworkers. Regardless of the place of signing of this agreement, the client agrees that for purposes of venue, this agreement was entered into in San Diego, California, US and any dispute will be litigated or arbitrated in San Diego, California, US. Please pay on time. Adding of Meta Tags (Description and Keywords) and the submission of the web design project to Web Search engines and updating only occur after the full final payment is made. All payments will be made in US (\$) dollar funds. Online payment requests will be charged an additional 3% online service fee.

### **11. Payment Schedule.**

Per web design project, 50% by ordering, and final payment of 50% remaining upon publishing. Progress or percentage completed is defined by schedule to be agreed upon between client and WebtrackNetworkers in writing or by email



## **12. Legal Notice.**

WebtrackNetworkers does not warrant that the functions contained in the web design project will be uninterrupted or error-free. The entire risk as to the quality and performance of the web design project is with the client. In no event will WebtrackNetworkers be liable to the client or any third party for any damages, including, but not limited to service interruptions caused by Acts of God or any other circumstances beyond our control, any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate this web design project, failure of any service provider, of any telecommunications carrier, of the Internet backbone, of any Internet servers, your or site visitor's computer or Internet software, even if WebtrackNetworkers has been advised of the possibility of such damages.

## **13. This Agreement.**

This agreement constitutes the sole agreement between WebtrackNetworkers and the client regarding this web design project. Any additional work not specified in this contract must be authorized by a written request or email. All prices specified in this contract will be honored for 3 months after both parties sign this contract. Continued services after that time will require a new agreement.

## **14. Client Signature**

By submitting the online for at the WebtrackNetworkers website, the client does hereby acknowledge and fully agree to the terms of this contract.