



Website Design Contract

This agreement is dated and in effect as of _____ between _____, hereafter referred to as "Client" and **Kelly Hohenberger** of **kHo Webdesign**, hereafter referred to as "Consultant". This agreement is with respect to the installation and design of a video-sharing website, hereinafter referred to as the "Work." Whereas, Consultant is a professional web designer of good standing; Whereas, Client wishes Consultant to create certain Work described more fully herein; and Whereas, Consultant wishes to create such Work; Now, therefore, in consideration of the foregoing premises and the mutual covenants hereinafter set forth and other valuable considerations, the parties hereto agree as follows:

CLIENT INFORMATION

COMPANY:

CONTACT:

ADDRESS

CITY

STATE

ZIP

PHONE

MOBILE

EMAIL

CONFIDENTIALITY

The Client and Consultant may disclose confidential information one to the other to facilitate work under this Agreement. Such information shall be so identified in writing at the time of its transmittal, and shall be safeguarded and not disclosed to third parties by the receiving party. Confidential information shall not include information that:

1. is already known to the party to which it is disclosed;
2. is or becomes part of the public domain without breach of this Agreement;
3. is obtained from third parties, which have no obligations to keep confidential to the parties to this Agreement.

DESCRIPTION OF WORK

A separate Content Agreement will describe the Work that is required of Consultant for the Client. Email communication frequently serves as this, and acceptance of laid out plans via email is considered an agreement to such.

ASSIGNMENT OF WORK

Consultant reserves the right to assign subcontractors to this project to insure the right expertise for the job as well as on-time completion. Any fees associated will be included in the overall quoted price.

WEB HOSTING

The Client understands that any web hosting services require a separate contract with a web hosting provider. The Client agrees to select a web hosting provider which allows Consultant full access to the Client's control panel, and access to the root directory and CGI-bin directory via FTP.

PAYMENT SCHEDULE

The starting date of this contract is _____, _____. Estimated completion date is within _____ **(days/weeks)** of receipt of all materials needed from client unless otherwise expressed by the client, for the total amount of \$_____.

Client shall pay Consultant \$_____ as a deposit for project commencement. This amount is non-refundable.

The balance of \$_____ is due on completion date, and prior to file relinquishment, or upload and/or assembly of website on Client's web server.

Any fees that are past due more 30 days may be subject to an additional fee of 10% of the total amount due.

DUE DATES

Consultant agrees to deliver samples of design on dates as agreed upon in the Content Agreement. Consultant will make every effort to meet agreed upon due dates.

The Client should be aware that failure to submit required information or materials may cause subsequent delays in the production. If the client does not provide Consultant with complete text and graphics within _____ days of signing this contract, the entire contract becomes due and payable. In addition a continuation fee of 10% of the total contract price will be assessed each month until the website is complete or relationship is severed.

FEES & ADDITIONAL SERVICES

Changes in client input or direction or excessive changes after the date of completion will be charged at an hourly rate of \$60. Any work the Client wishes Consultant to create, which is not specified in the DESCRIPTION section of this agreement, or in the attached Content Agreement will be considered an additional service. Such Work shall require a separate agreement and payment separate from that specified in this agreement.

Updates and ongoing maintenance can be offered on a case by case basis at our hourly rate or a monthly basis. If you anticipate the need for frequent or consistent updates or changes a monthly payment plan may be arranged to best suit your needs.

EXPENSES

Client agrees to reimburse Consultant for any expenses necessary in completion of the Work: (e.g. Fonts, Messengers, Shipping, Software, Stock photography, Travel). Any and all expenses are to be agreed upon prior to acquirement in writing or by email.

PERMISSIONS AND RELEASES

All rights not expressly granted hereunder are reserved to Consultant, including but not limited to all rights in sketches, comps, or other preliminary materials. The Consultant retains the right to display graphics and other web design elements as examples of work in portfolio.

All photos, text, graphics, logos, or other items that is the property of the Client's will remain the property of the Client's.

COPYRIGHTS & TRADEMARKS

The Client represents to Consultant and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Consultant 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 Consultant and its subcontractors from any claim or suit arising from the use of such elements furnished by the Client.

PUBLICATION

The Client may publish or disclose information regarding the Work and shall acknowledge the support of Consultant in all such publications. The Client will not use the name of Consultant, in any advertising or publicity without the prior written approval from the Consultant. The Consultant will not use the name of Client, in any advertising or publicity without the prior written approval from the Client.

TERMINATION:

Either party may terminate this agreement by giving 30 days written notice to the other of such termination. In the event that Work is postponed or terminated at the request of the Client, Consultant shall have the right to bill pro rata for work completed through the date of that request, while reserving all rights under this Agreement.

If additional payment is due, this shall be payable within 30 days of the Client's written notification to stop work. In the event of termination, the Client shall also pay any expenses incurred by Consultant and the Consultant shall own all rights to the Work. The Client shall assume responsibility for all collection of legal fees necessitated by default in payment.

The Client and Consultant are independent parties and nothing in this Agreement shall constitute either party as the employer, principal or partner of or joint venture with the other party. Neither the Client nor Consultant has any authority to assume or create any obligation or liability, either express or implied, on behalf of the other.

This Agreement shall be governed by and construed in accordance with the laws of Louisiana applicable therein.

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

On behalf of the Client: _____ Date _____

On behalf of Consultant: _____ Date _____