



design@keywestwebworks.com :: 305-295-8355

Agreement for Production of Web Site

For _____

DESCRIPTION OF PROJECT AND PROCESS

1. Key West WebWorks by itsus Images, LLC, referred to here as "Key West WebWorks ", will plan, design, and code a web site for the individual or corporation named above, referred to in this document as "Client", to the specifications in the attached SITE SPECIFICATION.
2. The estimate included here covers only that which is described in the SITE SPECIFICATION. Additional work will result in additional charges. Additional work is defined as the addition of pages, graphics, or other significant features, any graphic, page design, or actual page requiring more than two rounds of revisions, revisions to text content provided ready for publication, changes to elements which have been finalized, or significant changes in plan, scope, or direction of project. In this case, Client will be provided with a written CHANGE ORDER including an estimate for the additional work.
3. The process for the creation of visuals, such as graphics and page designs, consists of Key West WebWorks providing drafts and asking for feedback from Client; the feedback is then used to produce another draft. This estimate assumes that 2 rounds of this process for each design element will suffice.
4. Text content will be provided by Client as final drafts ready for publication and in digital form. Graphic content will be provided by Client in an orderly manner and clearly labeled as to desired use on site.
5. To maintain our portfolio credentials, and the integrity of any applicable copyrights, Key West WebWorks shall be entitled to place an unobtrusive credit with a hypertext link ("Web Site Design by...") in the footer on each page of the web site. Design Firm is also entitled to reproduce samples of Client's web site in our portfolio and in any marketing materials.
6. Key West WebWorks may use qualified subcontractors under our supervision for any or all work on this project.

ESTIMATE AND PAYMENT ARRANGEMENTS

7. Key West WebWorks estimates that the cost for producing the site described in the attached SITE SPECIFICATION will be _____ .
8. Payment shall be made as follows:

A deposit of 50% of estimated total, _____, is due upon signing of this Agreement, before work begins;

A final remaining 50% payment (adjusted again for changes in estimate if necessary) is due upon completion of site as specified, before site is published on the Internet.
9. If the production process takes longer than 60 days, billing will switch to semi-monthly and will be based on hours expended, while still honoring this estimate, with invoices sent mid-month and at month's end.
10. In the event of the cancellation of this assignment, or any delay of more than 90 days, we will invoice you for the greater of either: (1) all work completed up to the date of notification, based upon the percentage of the project finished, including expenses; or (2) 20% of the agreed-upon estimate plus expenses, and this contract shall be considered fulfilled by Key West WebWorks. All incomplete work will remain the property of Key West WebWorks. All payments already made will first be applied to these charges.

OTHER LEGAL AGREEMENTS

- 11. Key West WebWorks will maintain the confidentiality of Client's source materials, technical and marketing plans and all other sensitive information.
- 12. Key West WebWorks and Client agree that any dispute arising out of this Agreement shall first be resolved by mediation, if possible. This contract was entered into in _____ County, _____, and any necessary arbitration or litigation will take place in this county.
- 13. Upon full payment of all invoices due, copyright to page designs produced by Key West WebWorks for Client shall belong to Client. Secondary materials created by Key West Web Works during production, including drafts, plans, graphic source files, and templates, remain the sole property of Key West WebWorks unless other arrangements are made.
- 14. Client is solely responsible for the editorial content of the material included on its website. Accordingly, Client agrees that it will defend and indemnify (hold harmless) Key West WebWorks from any suit, demand, or claim resulting from the editorial content of the website.
- 15. Client represents to Key West WebWorks and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Key West WebWorks for inclusion in Client's web site are owned by Client, or that Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect and defend Key West WebWorks and its subcontractors from any claim or suit arising from the use of such elements furnished by the Client.
- 16. Key West WebWorks will set up web hosting for Client with a professional hosting company known to be reliable. However, Key West WebWorks makes no guarantees as to minimum "uptime", nor shall Key West WebWorks be held responsible for any direct, indirect, special or consequential damages resulting from possible lapses in hosting services. Such possible damages include any lost profits or business interruption or loss of digital data.
- 17. Key West WebWorks will not be liable to Client or to any third party for any damages arising from the use of web site.
- 18. 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.
- 19. To be valid, this Agreement must be signed within 30 days of _____, and be accompanied by a deposit check of the amount specified above.
- 20. To be valid, this Agreement must have an attached SITE SPECIFICATION document, initialed and dated by Key West WebWorks and Client.
- 21. This Agreement may have attachments consisting of one or more initialed and dated CHANGE ORDERS, whose terms shall become part of this contract.

Our signatures below indicate our agreement with the terms of this contract.

_____	_____
	Date
_____	_____
	Date

G. Design/Layout/Color Concepts

H. Interactive Forms

I. Other Special Features/Functions

J. Databases/Data-Driven Applications

K. Search Engine Positioning Measures

L. Other Requirements

Key West WebWorks

Date

Client

Date