

GRAPHIC DESIGN
WEB DESIGN
BRANDING
ADVERTISING

PO BOX 439 PROSPECT SA 5082
PHONE 0431 926 575
THEDESIGNLAB.NET.AU
DESLAB@ADAM.COM.AU



Web Site Design Contract

This is a legal and binding contract
between The Design Lab and the Client listed below.

The Design Lab
PO Box 439
Prospect SA 5082
Phone 0431 926 575
Email delsab@adam.com.au

Client _____

Company _____

Contact Name _____

Address _____

State _____ Postcode _____ Country _____

Phone _____ Fax _____

E-Mail address _____

Present www Url (If Any): _____

These are the terms of our agreement together:

1. Authorization.

The above-named Client is engaging The Design Lab, a sole proprietor, located at PO Box 439 Prospect SA 5082, as an independent contractor for the specific purpose of developing and/or improving a web site. The Client hereby authorizes The Design Lab to access the above FTP account, and authorizes the web hosting service to provide The Design Lab with "write permission" for the Client's web page directory, cgi-bin directory, and any other directories or programs which need to be accessed for this project. The Client also authorizes The Design Lab to publicize their completed web site to Web search engines.

2. Standard Web Site Package:

Domain Registration: The Design Lab will secure a domain name for the Client at the Client's request. All charges incurred in doing so will be billed to the Client as an addition to the base price contemplated by this agreement. These are Internic fees, and are not a source of income for The Design Lab.

If the Client already has a domain name, The Design Lab will coordinate redirecting the address to the new host. Should the Client desire a specific domain name, which is already owned by another party, negotiations for said domain name must be undertaken by the Client.

Text. Copy for web site must be supplied by the Client in a .doc format via disk or email attachment. Otherwise, if not supplied on disk or via email, there will be an additional charge for typesetting.

This agreement also contemplates making any link the Client desires "pop up" in a new window if requested at the specific dimensions and configuration specified by the Author.

Photos. Photos and other misc. graphic images must be supplied by Client in a electronical format such as JPG, EPS or TIFF.

Installation. Finished site will be uploaded to Client's hosting company.

Cross Browser Compatibility. Our agreement contemplates the creation of a web site viewable by both Netscape and Microsoft Internet Explorer. Compatibility is defined herein as all critical elements of each page being viewable in both browsers. Client is aware that some advanced techniques on the Internet, however, may require a more recent browser version and brand or plug-in. Client is also aware that as new browser versions of Internet Explorer and Netscape are developed, the new browser versions may not be compatible. In the absence of a Maintenance Agreement time spent to redesign a site for compatibility due to the introduction of a new browser version will be separately negotiated and in addition to the base price of our agreement.

3. Standard Web site Packages only.

The content of the web pages will be supplied by the Client and executed as specified by the Client in the "Web Site Planning Worksheet" dated _____. This web site includes up to _____ web pages. In case the Client desires additional standard web pages beyond the original number of pages specified above, the Client agrees to pay The Design Lab an additional \$_____ for each additional web page.

4. Additional Expenses.

Client agrees to reimburse The Design Lab for any critical Client requested expenses necessary for the completion of the project. Examples would be:

- Purchase of specific fonts at the Client's request,
- Purchase of specific photography at the Client's request.
- Purchase of specific software at the Client's request.

5. Client Amends / Changes.

The Design Lab prides itself in providing excellent customer service. That is the spirit of our agreement and the spirit of The Design Lab's business. To that end, we encourage input from the Client during the design process.

The Design Lab understands, however, that Clients may request significant design changes to pages that have already built to the Client's specification. To that end, please note that our agreement does not include a provision for significant page modification or creation of additional pages in excess of our agreed page maximum. If significant page modification is requested after a page has been built to the Author's specification, we must count it as an additional page.

Some examples of significant page modification at the request of the Client include:

- Developing a new table or layer structure to accommodate a substantial redesign at the Client's request.
- Recreating or significantly modifying the company logo graphic at the Client's request.
- Replacing more than 75% of the text to any given page at the Client's request.
- Creating a new navigation structure or changing the link graphics at the Author's request.
- Significantly reconfiguring the Client's shopping cart with new product, shipping or discount calculation if an e-commerce enabled site has been selected by the Client (only if required).

Clients who anticipate frequently changing the look of their site during the design process and Clients who desire to be intricately involved design of each page are encouraged to negotiate an agreement which exceeds the page maximum. If significant page modification is requested by the Client after the page maximum has been reached a Change Request with estimated costs will be submitted for Client approval prior to changes being done.

Moderate changes, however, will always be covered during our development of the site.

6. Third Party or Client Page Modification.

Some Clients will desire to independently edit or update their web pages after completion of the site.

Note however, The Design Lab is not responsible for any damage created by the Client or agent of the Client. Any repairs required will be assessed at an hourly rate of \$70.00 [1 hour minimum charge].

7. Search Engine Registration.

The Design Lab will optimize the Clients web site with appropriate titles, keywords, descriptions and text and thereafter submit the Client's web site to each of the major search engines and directories.

The Design Lab encourages all commercial Clients to obtain advanced Search Engine Optimization and Site Promotion services.

8. Work Schedule and Completion Date.

The Design Lab is to submit a First Mockup Draft of web site no later than twenty (20) days after The Design Lab receives signed agreement, along with down payment and initial direction from the Client. Client to provide The Design Lab with all the data needed to complete web site, including text, company logo, and photos. Upon completion of this stage, the Client will be asked to confirm acceptance for the basic site design via e-mail or by signing a printed copy of the design and faxing to The Design Lab. Once this acceptance is received from the Client, the work necessary to complete the project will continue.

Upon completion of the web site, an e-mail or letter and invoice will be sent to the Client advising the Client that the work has been completed. Client will supply written approval by email or fax. After contract has been paid in full, site will then be uploaded to Client's hosting company.

The Design Lab will burn one copy of the Client's web site onto a CD, at the Client's request, upon completion of the site and upon receipt of final balance. Additional copies of the CD are available for \$25.00 each.

The website must be completed within a time frame of 6 months, once this agreement has been signed. If the website has not been completed within the appropriate time frame, The Design Lab will invoice the client the appropriate costs necessary to where the website is up to. It is then up to the discretion of the client if they want to take the website to another designer or work out a new agreement to get the website completed. This will incur extra costs that have not been included in this current agreement.

9. Maintenance Grace Period.

This agreement includes minor web page maintenance to regular web pages over a one-month 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 The Design Lab 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 one-month maintenance period commences upon the date the completed website has been uploaded and final payment made.

Changes requested by the Client beyond those limits will be billed at the hourly rate.

10. Copyrights and Trademarks

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

11. Assignment of Project.

The Design Lab reserves the right to assign certain subcontractors to this project to insure the right fit for the job as well as on-time completion. The Design Lab warrants all work completed by subcontractors for this project. When subcontracting is required, The Design Lab will only use industry recognized professionals.

12. Warranties and Liability.

Client agrees that any material submitted for publication will not contain anything leading to an abusive or unethical use of the Web Hosting Service, the Host Server or The Design Lab. Abusive and unethical materials and uses include, but are not limited to, pornography, obscenity, nudity, violations of privacy, computer viruses, harassment, any illegal activity, spamming, advocacy of an illegal activity, and any infringement of privacy..

13. Indemnification.

Client agrees that it shall defend, indemnify, save and hold The Design Lab harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees associated with The Design Lab's development of the Client's web site. This includes Liabilities asserted against The Design Lab, it's subcontractors, it's agents, its clients, servants, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by the Client, its agents, employee or assigns.

Client also agrees to defend, indemnify and hold harmless The Design Lab against Liabilities arising out of any injury to person or property caused by any products or services sold or otherwise distributed over the Client's web site. This includes infringing on the proprietary rights of a third party, copyright infringement, and delivering any defective product or misinformation which is detrimental to another person, organization, or business.

14. Rights Upon Termination of Agreement.

The Design Lab shall transfer, assign and make available to Client all property and materials in The Design Lab's possession or subject to The Design Lab's control that are the property of Client, subject to payment in full of amounts due pursuant to this Agreement

The Design Lab also agrees to provide reasonable cooperation in arranging for the transfer or approval of third party's interest in all contracts, agreements and other arrangements with advertising media, suppliers, talent and others not then utilized, and all rights and claims thereto and therein, following appropriate release from the obligations therein.

In the event the Client terminates this contract by registered letter within 30 days, 50% of down payment will be refunded. Work completed shall be billed at the hourly rate, and deducted from 50% of the down 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. No portion of this initial payment will be refunded unless written application is made within 30 days of signing this contract.

15. Ownership to Web Pages and Graphics.

Copyright to the finished assembled work of web pages and graphics produced by The Design Lab shall be vested with the Client upon final payment for the project. This ownership is to include, design, photos, graphics, source code, work-up files, text, and any program(s) specifically designed or purchased on behalf of the Client for completion of this project.

Rights to photos, graphics, computer programs are specifically not transferred to the Client, and remain the property of their respective owners. The Design Lab and its subcontractors retain the right to display all designs as examples of their work in their respective portfolios.

16. Payment of Fees.

A minimum deposit of twenty five percent (25%) is required to commence work.

Fees to The Design Lab are due and payable on the following schedule: 25% upon signing of contract, and the balance upon page completion, but prior to delivery / uploading.

Advertising the pages to Web Search Engines and updating occur only after the final payment is made. All payments will be made in AUS funds.

The Design Lab reserves the right to remove web pages from viewing on the Internet until final payment is made. If a payment delay is anticipated, please contact The Design Lab immediately for an alternative arrangement. In case collection proves necessary, the Client agrees to pay all fees incurred by that process. This agreement becomes effective only when signed by The Design Lab.

17. Sole Agreement.

The agreement contained in this "Web Site Design Contract" constitutes the sole agreement between The Design Lab and the Client regarding this web site. Any additional work not specified in this contract. All prices specified will be honored for 30 days after both parties sign this contract. Continued services after that time will require a new agreement.

This agreement constitutes the entire understanding of The Design Lab and Client. This agreement terminates and supersedes all prior understanding or agreements on the subject matter hereof. Any changes or modification thereto must be in writing and signed by both parties

18. Initial Payment and Refund Policy.

The total amount of this contract is \$_____

This agreement begins with an initial down payment of \$_____.

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 The Design Lab (authorized signature)

_____ Date _____