

Northwest Ohio Web Designs

Website Design, Custom Website Design & Build, Website Advertising Space, Website Maintaining Contract.

Client Name:_____.

Primary Contact Person:_____.

Primary Email Address:_____.

Project: Website Design, Custom Website Design & Build, Website Advertising Space, Website Maintaining (Circle All That Apply)

Name For New Website:_____.

Designer: NWO Web Designs.

Date of Project: Project Will Start Upon Receiving Signed Contract From Client With 50% Of Fee(s) For Service(s).

Agreed Project Deadline:_____.

Invoice #:_____.

Fee For Service(s):_____.

Detailed description of fee(s)

1. Payment.

50% of the fee(s) of _____ for services offered by NWO Web Designs are due at the time of signing and before work on any services offered begins. The 50% percent of the payment is non-refundable. Other 50% of fee(s) is due at completion of services offered. All 100% of fee(s) must be paid in full before any services offered by NWO Web Designs are turned over to client. A \$50 service charge is payable on all overdue balances for reissuing each invoice at 30, 45, 60, 75 and 90 days from the date of original invoice. The grant of any license or right of copyright is conditioned on receipt of 100% full payment.

2. Default in payment.

The Client shall assume responsibility for cost outlays by designer in all collections of unpaid fees and of legal fees necessitated by default in payment. Invoices in default will include but are not limited to fees for collection and legal costs.

3. Estimates.

The fees and expenses shown are minimum estimates only unless an hourly fee has been agreed upon. That fee will be \$150 per hour and the designer shall keep the client apprised of a tally of hours within a reasonable period of time. Final fees and expenses shall be shown when invoice is rendered. The fees and expenses shown are minimum estimates only unless the quote and/or invoice is clearly marked **Firm Quote**, otherwise the below stated hourly fee will be payable on all time over that which was quoted with a minimum in 30 minute increments.

4. Changes During Website Creation.

The Client must assume that all additions, alterations, changes in content, layout or process changes requested by the customer, will alter the time and cost. The Client shall offer the Designer the first opportunity to make any changes. Any and all changes made will result in extra fees. A changes fee sheet will be given with this contract. Any Changes fees must be paid in full before any work on services offered by NWO Designs resumes.

5. Expenses.

The Client shall reimburse the Designer for all expenses arising from this assignment, including the payment of any sales taxes due on this assignment, and shall advance the Designer for payment of said expenses, including but not limited to Stock Photography, Artwork, and or all material(s) needed for the project.

6. Cancellation.

In the event of cancellation of this assignment, ownership of all copyrights and the original artwork shall be retained by the Designer all original art must be returned, including sketches, comps, or other preliminary materials. A cancellation fee of \$200 for work completed and expenses already incurred, shall be paid by the Client. Cancellation fee is based on the hours submitted, if the project is on an hourly basis or a percentage based on the time estimate for the entire job. A 100% cancellation fee is due once the project has been finished, whether delivered to the client or not. If the project is on an hourly basis and the project is canceled by the client, the client agrees to pay no less than 100% of the hours already billed for the project at the time of cancellation plus a flat fee of \$200 or 50% of the remaining hours that were expected to be completed on the project whichever is greater. Any form of breach in contract will be held as a cancellation.

7. Releases.

The Client shall indemnify the Designer against all claims and expenses, including attorney's fees, due to the uses for which no release was requested in writing or for uses that exceed authority granted by a release.

8. Modifications.

Modifications of the terms of this contract must be written and authorized by both parties, involving the implementation of a new version of the contract as a whole following standard procedures of documentation and approval.

9. Code of fair practice.

The Client and the Designer agree to comply with the provisions of the Code of Fair Practice (which is in the Ethical Standards section of chapter 1, Professional Relationships).

The Designer warrants and represents that, to the best of his/her knowledge, the work assigned hereunder is original and has not been previously published, or that consent to use has been obtained on an unlimited basis; that all work or portions thereof obtained through the undersigned from third parties is original or, if previously published, that consent to use has been obtained on an unlimited basis; that the Designer has full authority to make this agreement; and that the work prepared by the Designer does not contain any scandalous, libelous, or unlawful matter. This warranty does not extend to any uses that the Client or others may make of the Designer's product that may infringe on the rights of others. Client expressly agrees that it will hold the Designer harmless for all liability caused by the Client's use of the Designer's product to the extent such use infringes on the rights of others.

10. Limitation of liability.

Client agrees that it shall not hold the Designer or his/her agents or employees liable for any incidental or consequential damages that arise from the Designer's failure to perform any aspect of the project in a timely manner, regardless of whether such failure was caused intentional or negligent acts or omissions of the Designer or Client, any client representatives or employees, or a third party.

11. Termination of Services by Client.

If Client terminates this agreement at any time for any reason the Client shall be obligated to pay 75% of fee(s) for actual said services agreed upon provided by the Designer if any work by Designer has started, and for expenditures incurred with the Owner's approval. Unless otherwise terminated, this portion of agreement will terminate upon completion of the services agreed upon.

12. Dispute Resolution.

Any disputes in excess of maximum limit for small-claims court arising out of this Agreement shall be submitted to binding arbitration before a mutually agreed-upon arbitrator pursuant to the rules of the American Arbitration Association. The Arbitrator's award shall be final, and judgment may be entered in any court having jurisdiction thereof. The client shall pay all arbitration and court cost, reasonable attorney's fees, and legal interest on any award of judgment in favor of the Designer. All actions, whether brought by client or by designer will be filed in the designer's state/county of business/residence. This contract is held accountable to the legal system of Ohio and any applicable statutes held therein.

12. Ownership and return of artwork created by Designer for show purposes.

The Designer retains ownership of all original artwork created by designer, whether preliminary or final, and the Client shall return such artwork within 10 days of use unless indicated otherwise below. If transfer of ownership of all rights is desired, the rates may be increased. If the Client wishes the ownership of the rights to a specific design or concept, these may be purchased at any time for a recalculation of the rate for entire project cost.

13. Ownership Rights.

The Client will own all of its proprietary information as included in the Services, as well as all source code, object code, screens, documentation, digital programming, operating instructions, design concepts, content, graphics, domain names, hosting, characters, stored data, and reports and notes as well as newly created website prepared by the Designer.

14. Domain Name(s) and Hosting.

It is the responsibility of the Client to purchase any and all Domain Name(s) and Hosting. Designer has agreed to help assist in setting up Domain Name(s) and Hosting at a extra fee to the Client. Domain Name(s) and Hosting must be purchased before any work begins unless otherwise indicated by the Designer. If Client wishes for Designer to setup Domain Names(s) and Hosting and or Host website for Client any and all fee(s) for Domain Names(s) and Hosting must be paid upfront to Designer before any work begins by Designer.

15. NWO Web Designs Logo.

Will Client allow Northwest Ohio Web Designs to place our logo at the bottom of your home page to show we proudly designed your website as we take pride in designing websites for our clients.

Please Check One & Sign On The Line.

Yes we agree to allow a NWO LOGO

☐

No we wish to not allow a NWO LOGO

☐



16. Acceptance of Terms.

By signing this Contract the Designer and Client both hereby agrees to all Terms and Conditions in this Contract.

Northwest Ohio Web Designs

Date

Clients Signature

Date

