

WEB SITE DESIGN & DEVELOPMENT AGREEMENT

This Web Site Design & Development Agreement (the “Agreement”) is between:

Steeldust Consulting Services (the “DESIGNER”)

Tracy Goodbrand

Box 744

Irricana, Alberta T0M 1B0

403.945.1180

tracygoodbrand@gmail.com

AND

COMPANY (the “CLIENT”): _____

CONTACT NAME: _____

ADDRESS: _____

CITY/TOWN, PROVINCE, POSTAL CODE: _____

PHONE NUMBER(S): _____

EMAIL: _____

1. Term

This AGREEMENT commences on _____ between the above named parties with respect to the creation of a complete web design and development (hereinafter referred to as the “WORK”).

2. Sample Designs Provided

The DESIGNER will create several sample website designs for the CLIENT to choose from based on information provided.

The design chosen by the CLIENT can be modified until the CLIENT is 100% satisfied with the final design.

The final design will be provided on the DESIGNER’S website for viewing live on the Internet while all the modifications are being completed.

3. **Work Description**

The DESIGNER agrees to create the WORK in accordance with the following specifications:

- Create a ____ page website design for **www.YourDomainName.com**.
- The ____ pages will be titled: _____.
- Colors for the design will be based on the CLIENT'S logo or specifications.
- One design to be based on: _____website URL_____.
- A favicon (favourite icon) will be developed and included in the website.
- The website will include a list of keywords to aid in SEO (search engine optimization).
- Website to be created responsive for viewing on various devices / platforms.
- Royalty free graphics can be provided as requested and needed.
- Other _____

4. **Due Dates**

The DESIGNER agrees to deliver sample website designs by _____.

Finished WORK shall be delivered _____ after all approvals and content have been provided by the CLIENT.

The DESIGNER 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 production. CLIENT delays could result in significant delays in delivery of finished WORK.

5. **CLIENT Responsibilities**

The CLIENT is responsible for the following;

- Domain name,
- Web space,
- All content, including text and graphics, and
- Any costs associated with the above.

6. **Assignment of Work**

The DESIGNER reserves the right to assign other designers or sub-contractors to the WORK to ensure quality and on-time completion.

7. Maintenance of Website

Following are Maintenance options (one will be chosen for the contract):

- 1) The CLIENT will pay _____ / month to maintain the CLIENT'S website, including unlimited updates.
- 2) The CLIENT will pay _____ / update to the CLIENT'S website.
- 3) The CLIENT will be responsible for the maintenance and updating of the CLIENT'S website.
- 4) Maintenance and updating of the CLIENT'S website will be covered in a separate Agreement.

8. Intellectual Property Credit

Unless permission is received from the DESIGNER, the statement of "Site Designed by Tracy Goodbrand – Steeldust Consulting Services" along with the link to the DESIGNER'S website must remain on the CLIENT'S website at all times and on all web pages.

9. Fee

The fee for the design and development of this website is **\$300.00** for the Home page, and **\$150.00** for each additional page.

The fee includes all design work, all development work, and all graphic work required for this website.

Changes in CLIENT input or direction or excessive changes will be charged at **\$45.00** / hour.

Any additional services which the CLIENT wishes the DESIGNER to create which is not specified in the WORK description of this agreement will be considered an additional service. Such additional work shall require a separate Agreement and payment separate from and above that specified in this Agreement.

10. Cancellation

In the event that WORK is postponed or cancelled at the request of the CLIENT, the DESIGNER shall have the right to bill pro rata for all 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 thirty days of the CLIENT'S notification to stop work. In the event of a cancellation, the CLIENT shall also pay any expenses incurred by the DESIGNER and the DESIGNER shall own all rights to the WORK.

11. Payment

Payment shall be advanced to the DESIGNER in phases as follows:

Upon signing of this AGREEMENT, the CLIENT shall pay \$_____, which is one third (1/3) of the total fee.

At the time when the “under-construction” website is uploaded to the CLIENT’S web space, the CLIENT shall pay \$_____, which is one third (1/3) of the total fee.

When the WORK is complete and the website uploaded to the CLIENT’S web space, the CLIENT shall pay \$_____, the final third of the total fee.

Late fees past thirty days will be charged at 2% per month.

The website can be removed from the CLIENT’S web space if payment is not received in a timely fashion.

12. Amendments and Modifications.

The parties may amend this Agreement only by a written agreement executed by all parties.

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.

Signed this _____ day of _____, 20_____

At _____, Alberta

DESIGNER: _____
Per: Tracy Goodbrand

CLIENT: _____
Per: