



David L. Truby - Webmaster

David Truby Consulting
38355 Boot lane Suite (101)
Hemet, CA 92544

Phone: 951-767-3070

FAX: 951-848-9060

Email: davidtruby@davidtrubyconsulting.com

Ecommerce made easy.

Web Site Design Agreement

Contact Name

Phone _____ FAX _____

Company/Client

Address

City _____ State _____ ZIP _____

E-mail address _____

WWW URL (if any): _____

Desired Initial Username _____ Password

David Truby Consulting's desire is to delight the client. One way is to make clear our understandings with each other. These are the terms of our agreement together:

1. Authorization. The above -named client is engaging David Truby Consulting/ David L. Truby - Webmaster, a Sole Proprietor, located at 38355 Boot lane suite 101 Hemet ,California, as an independent contractor for the specific project of developing and/or improving a World Wide website to be installed on the client's web space on a web hosting service's computer. The client hereby authorizes David Truby Consulting to access this account, and authorizes the web hosting service to provide David Truby Consulting with "write permission" for the client's webpage directory, cgi-bin directory, and any other directories or programs which need to be accessed for this project. The client also authorizes David Truby Consulting to publicize their completed website to Web search engines, as well as other Web directories and indexes.

2. Standard Website Package Elements. (For Standard Website Packages Only. Cross out for online stores.) David Truby Consulting includes the following elements in their Standard Website Packages:

- **E-mail/phone consultation** (Up to 3 hours total general Internet orientation education, marketing strategy, Web design consultation, and helping clients learn to use their own webpage editor if desired. Telephone long distance charges are in addition to package rates quoted. Additional education and consultation is at our hourly rate of \$65 per hour.)
- **Words of text** supplied by the client (200 words per page approximate maximum if not supplied via diskette. webpages of more than 1,200 words of text may be subject to additional fees, especially if they require a great deal of formatting.)
- **Links** to external pages, as needed.
- **Custom Graphics Package** . Logo design by image composer1.5 and its resources only on masthead of website page. For all other static pages in your website customer will pay 25.00 for each logo derived on those pages. Unless it is the same logo on masthead. All graphics to stay within general look and feel established.
- **Photos and other misc. graphic images** supplied by client (up to an average of 3 included per page in standard websites and up to 12 images displayed on "regular" online store pages, in addition to masthead and top-of-page graphic. Color originals larger than 5" x8" are extra).
- **Installation** of webpages on the client's established web hosting service with **David Truby Consulting** that is said to be ftp and FormMail enabled with appropriate bandwidth at the time the site is published and server space allotment. All server technical issues are to be handled by **WEBMASTER** unless otherwise noted amongst all parties.
- **Minor updates and changes** to existing webpages for two weeks, subject to the limits outlined below. Additional changes billed at hourly rate. For online stores, this includes only "regular" pages, not product pages or the ordering system pages unless there is an error by David Truby Consulting or its representatives. This does include any MINOR modifications and tweaking to work out backend database bugs and functionality. This does not include adding features past the scope of this project outlined in this agreement or **other**.
- **Site publicity** to at least 5 major Web search engines, such as Google, AltaVista, AlltheWeb, WebCrawler, Lycos, HotBot, etc. Yahoo (\$299) and Inktomi (\$40) submission will require an additional agreement. **Your website information will be submitted to the Open Directory Project (DMOZ) for inclusion, if accepted under the terms and conditions of www.dmoz.com**
- **KeyPhrase Optimization & Meta Tag Generation** will be set up on all static pages on a one-time basis using our own techniques (Trade Secret). Title only will be placed on Dynamic Pages. Ongoing web site marketing and copy writing will require an additional service fee.
- **E-mail response link** on each webpage to any e-mail address the client designates. An online feedback form will also be created on the **contact_us.htm** static page.
- **Feedback or guest book form** Basic CGI FormMail included. Includes up to 10 fields. Extra charges may be incurred if the client's web hosting service does not use a Unix or NT operating system. Not included in the package price for sites smaller than 5 pages. This is not included in online stores, since the shopping cart software is a functional equivalent. Exceptions may be made if secure shopping cart is provided via Paypal or other basic credit card processing service.
- **Image Map** for internal navigation (Not included in the package price for sites smaller than 5 pages.) (This will be used in limited fashion for basic static page links). Main navigation will be done via a Frontpage Navigation system integrated to a navigational structure of the site.

3. Standard Website Packages only. (Cross out this section for online stores.) The content of the webpages will be supplied by the client and executed as specified by the client in the "Website Planning Worksheet" dated _____. This website includes up to (15) static webpages. In case the client desires additional standard webpages beyond the original number of pages specified above, the client agrees to pay David Truby Consulting an additional **\$200** for each additional webpage. Graphics or photos beyond the allowed average of 2.3 per webpage shall be billed at an additional \$_____ each. Where custom graphic work (beyond the scope of the "Custom Graphics Package" detailed above) is requested, it will be billed at the hourly rate specified below. The store size and additional services, and prices of each are detailed on the _____, dated _____, 2003).

4. Online stores only. (Cross out section for Standard Website Packages.) The text and graphic content of the webpages will be supplied by the client and executed as specified by the client in the "Website Planning Worksheet" dated _____ and the Store Planning Worksheet dated _____. It is understood that total prices calculated below are likely to vary from the final amount due to different quantities of products, categories, photos, regular pages, etc. in the final store. An Estimate from David Truby Consulting dated _____ is attached to this document and governs the prices for this contract. Notwithstanding any prices listed in literature or on webpages, the client and David Truby Consulting agree that the services described above in this section shall be completed for \$_____ and upon this amount the first payment shall be determined. The final payment shall reflect and include all elements actually completed at the prices attached.

We include e-mail/phone consultation of up to 5 hours total general Internet orientation education, marketing strategy, Web design consultation, and helping clients learn to use the store software. Telephone long distance charges are in addition to package rates quoted. Additional education and consultation is at our hourly rate.)

Product webpages, products, or photos added after the store is ready for advertising to the Web search engines will be calculated for actual time spent at the hourly rate specified below.

5. Maintenance and Hourly Rate. This agreement includes minor webpage maintenance to regular webpages (not store product pages) over a two week period, including updating links and making minor changes to a sentence or paragraph. It does not include removing nearly all the text from a page and replacing it with new text. If the client or an agent other than David Truby Consulting attempts updating the client's pages, time to repair webpages will be assessed at the hourly rate, and is not included as part of the updating time. The two week maintenance period commences upon the date the client's web site is officially published to the web and all monies paid..

Changes requested by the client beyond those limits will be billed at the **hourly rate of \$65**. This rate shall also govern additional work authorized beyond the maximums specified above for such services as general Internet orientation education, marketing consulting, webpage design, editing, modifying product pages and databases in an online store, and art, photo, graphics services, and helping clients learn how to use their own webpage editor. CGI programming charges (if any) are not included in this rate.

6. Changes to Submitted Text. Please send us your **final text**. Time required to make substantive changes to client-submitted text after the webpages have been constructed will be additional, billed at the hourly rate.

7. Web Hosting. The client understands that any web hosting services may require a separate contract with a web hosting service. The client agrees to select a web hosting service which allows David Truby Consulting full access to the website and a cgi-bin directory via FTP and telnet. The client further understands that if the web hosting service's operating system is not a Unix or NT system, standard CGI software may not work, and providing a substitute may incur additional charges. Non-e-commerce websites are allotted 500 mb of bandwidth each month and will be charged \$.04 per MB overage. Online stores or Commercial web sites are allotted 1 GIG of transfer and will be charged \$.05 per MB overage or set up on a custom plan that accommodates bandwidth needs.

8. Completion Date. David Truby Consulting and the client must work together to complete the website in a timely manner. We agree to work expeditiously to complete the website no later than **21 DAYS** from Initial Contract Approval and initial 60% of Total Project Fee Deposit Paid.

If the client does not supply David Truby Consulting complete text and graphics content all webpages contracted for within four weeks of the date this contract was signed, the entire amount of the contract becomes due and payable. If the client has not submitted complete text and graphics content within six weeks after signing of this contract, an additional continuation fee of 10% of the total contract price will also be assessed each month until the website is published.

9. Payment of Fees. Fees to David Truby Consulting are due and payable on the following schedule: **75% upon signing this contract, 25% when the webpages have been constructed and proofed** according to the client's original written specifications unless other arrangements have been agreed upon. The web site will be published on the World Wide Web once all monies due are paid. **If the total amount of this Agreement is less than \$600, the total amount shall be paid upon signing this Agreement.** In case the client has not secured Web space on a web hosting service by the time the webpages are completed, the webpages may be delivered to the client on diskette or attached to an e-mail message. Advertising the pages to Web search engines and updating occur only after the final payment is made. All payments will be made in US funds made out to, " David Truby Consulting ". We accept PayPal under \$200, otherwise we accept Business Checks and Cash. Personal Checks must clear before website design will begin.

10. Assignment of Project. David Truby Consulting reserves the right to assign subcontractors to this project to insure the right fit for the job as well as on-time completion.

11. Legal. David Truby Consulting does not warrant that the functions contained in these webpages or the Internet website will meet the client's requirements or that the operation of the webpages will be uninterrupted or error-free. The entire risk as to the quality and performance of the webpages and website is with client. In no event will David L. Truby - Webmaster (David Truby Consulting) be liable to the client or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate these webpages or website, even if David Truby Consulting has been advised of the possibility of such damages. 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.

12. Copyrights and Trademarks. The client represents to David Truby Consulting and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to David

Truby Consulting 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 David Truby Consulting and its subcontractors from any claim or suit arising from the use of such elements furnished by the client.

13. Laws Affecting Electronic Commerce. From time to time governments enact laws and levy taxes and tariffs affecting Internet electronic commerce. The client agrees that the client is solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend David Truby Consulting and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the client's exercise of Internet electronic commerce.

14. Copyright to Webpages. Copyright to the finished assembled work of web pages produced by David Truby Consulting is owned by David Truby Consulting/ David L. Truby - Webmaster. Upon final payment of this contract, the client is assigned rights to use as a website the design, graphics, and text contained in the finished assembled website. Rights to photos, graphics, source code, work-up files, and computer programs are specifically not transferred to the client, and remain the property of their respective owners. David Truby Consulting and its subcontractors retain the right to display graphics and other Web design elements as examples of their work in their respective portfolios.

15. Payment of fees. In order for David Truby Consulting to remain in business, payments must be made promptly. Delinquent bills will be assessed a \$25 charge if payment is not received within 10 days of the due date. David Truby Consulting reserves the right to remove web pages from viewing on the Internet until final payment is made. If an amount remains delinquent 30 days after its due date, an additional 5% penalty will be added for each month of delinquency and the website will be **"turned off"** from public viewing with a Splash Page stating that the web site is undergoing routine maintenance. Any statement from the client that payment will not be made in the future, then David Truby Consulting reserves the right to "turn off " the web site at any given time past the actual due date. If an amount remains delinquent 60 days after its due date, all files will be removed from the server and no duplication rights or usage will be granted. In case collection proves necessary, the client agrees to pay all fees incurred by that process. This Agreement becomes effective immediately upon web site publishing and clients are encouraged to read Agreement terms carefully and thoroughly and ask questions to David L. Truby - Webmaster, David Truby Consulting if they should arise. Regardless of the place of reading / signing of this agreement, the client agrees that for purposes of venue, this contract was entered into in Riverside County, California , and any dispute will be litigated or arbitrated in Riverside County, California . Please pay on time.

16. Sole Agreement. The agreement contained in this **"Web Site Design Agreement "** constitutes the sole agreement between David L. Truby - Webmaster David Truby Consulting, its subcontractors, and the client regarding this website. Any additional work not specified in this contract must be authorized by a written change order. All prices specified in this contract will be honored for 12 months after all parties sign this contract. Continued services after that time will require a new agreement.

18. Initial Payment and Refund Policy.

The total amount of this Agreement is \$2799.00

This agreement begins with an initial payment of \$2799.00

If the client halts work and applies by registered letter for a refund within 30 days, to the Sole Proprietor of David Truby Consulting, 38355 Boot Lane, Hemet CA,92544 work completed shall be billed at the hourly rate stated above, and deducted from the initial 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 stated above. No portion of this initial payment will be refunded unless written application is made within 30 days of signing this contract. The above also applies to upfront hosting fees. No refunds for hosting will be made after 30 days unless server logs demonstrate that the web site was not accessible via a standard internet browser viewable for a period more than 10%.

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 David L. Truby - Webmaster / David Truby Consulting(authorized signature)

_____ Date _____

Rev III4, Aug 2004



David L. Truby - Webmaster

951-767-3070

davidtruby@davidtrubyconsulting.com
<http://www.davidtrubyconsulting.com>