

Hostilepages Web Design LLC

Design Terms & Conditions

1-Parties

Hostilepages Web Design LLC, referred to here as "Hostilepages Web Design", will plan, design, code, and publish a web site for Client, referred to in this document as "Client", to the specifications in the **Web Project Description** given in the signed agreement.

2-Hosting & Domains.

This Agreement does not include hosting and domain name registration fees unless explicitly stated.

3-Scope of Work

1. Site will consist of only that which is described in the Agreements **Web Project Description**. Additional work required by Hostilepages Web Design (such as added pages or features) will result in charges beyond the estimate in this Agreement.
2. If pages, graphics, or other features are added, or work beyond the scope of the Agreement is otherwise required by the Client in writing, additional charges may apply. In this case, Client will be provided with a written estimate for the additional work.
3. Client acknowledges that scope for this project includes a single page design layout used for all pages where the header, navigation, and footer elements would be the same on all pages unless otherwise stated (to provide a consistent look and user interface).
4. The process for the creation of aesthetics, such as graphics and page designs, consists of Hostilepages Web Design providing wireframes and asking for feedback from the Client; the feedback is then used to produce a full color draft with graphics. We estimate only 2 rounds of revisions should be necessary. Excessive revisions will incur additional cost.
5. When all wireframes and color schemes submitted to the Client have been reviewed and approved by the Client, we have a significant project milestone called 'Design Signoff'. At this stage all design work is frozen, and the approved wireframes and colors are developed into web pages. When the web pages have been coded only the content areas on the web pages will be able to change (areas on each page where the Client will supply final text and imagery). Any design changes requested by Client to the wireframes or colors after Design Signoff will be charged at \$45/hour.
6. Hostilepages Web Design assumes that Client will provide input and approvals on wireframes, color schemes, and drafts within 3 business days of receiving materials to review. Client acknowledges that if this timeframe is exceeded, the schedule will be adjusted accordingly.
7. Client acknowledges that changes to the described scope of work for this project will result in additional charges and may affect the development schedule.

4-Site Content

1. Client will provide all logo artwork, photography, sample content and other requested collateral in electronic format. Acceptable formats for content and images include, but are not limited to: Microsoft Word, Adobe Acrobat PDF, .gif, .jpg, .tiff, .psd, .eps. All text and images provided will be e-mailed to Hostilepages Web Design in good condition and in a quality appropriate for the Internet.

2. Any content or other information submitted to Hostilepages Web Design is considered final information and any modifications made to that information are billable at \$45/hour. If additional copywriting and/or editing is required, this service will be provided to Client on an hourly basis.
3. Client is solely responsible for the editorial content of the material included on its website and is responsible for its grammatical accuracy.
4. Hostilepages will insert the text, photos, etc. into the site's pages or Content Management System (CMS) – if provided. Hostilepages Web Design will populate only the pages agreed to in the Web Project Description.
5. Any typing of text or scanning of images will be billable at \$45/hour to the Client.

5-Delivery & Testing

1. The website, once coding is complete, will be made available to the Client on Hostilepages Web Design's internal servers for 'User Acceptance Testing' (UAT) for a period of 5 business days in which all feedback, bugs and fixes must be reported to Hostilepages Web Design to be fixed. At the end of this period the website must be put live. The Client can request Hostilepages Web Design to put the website live before the end of this period if desired.

6-Payment Schedule

1. If Client fails to pay any amounts within this agreement, Customer shall be liable for all legal fees and court costs incurred by both parties to satisfy said payment(s).
2. Additionally, if Client's site is being hosted on a Hostilepages server, site will be taken offline until due payments have cleared.
3. A late charge penalty of 3% of the unpaid balance will be assessed if payments are not received within 14days of their due date.
4. All invoices will be emailed. No paper invoices will be made available unless specifically agreed to.

7-Warranty Period.

1. Any errors made by Hostilepages Web Design reported within the review period prior to going live will be fixed free of charge.
2. Any bugs or errors reported within 15 days after the website goes live on the Internet will be fixed without any fee.
3. Any bugs or errors reported after the website has been live on the Internet for 15 days will be billed on an hourly basis at \$45/hour.

8-Termination & Cancellation

1. Client acknowledges that Hostilepages Web Design may terminate this agreement, and retain Customer's non-refundable deposit if Customer fails to provide all materials required for the completion of the web site within 30 days of the contract date.
2. Should Client fail to initiate the creation process by not responding to requests for information, or for the completion of the Client Survey document within thirty (30) days, Client's account will be considered inactive and the Project will terminate. No refunds or credits will be given.
3. If Client cancels the project after "Design Signoff" but prior to completion of finished work 50% of Project Total Cost will be billed to Client. If Client cancels the project after website has been coded and released for User Acceptance Testing (UAT) 75% of Project Total Cost will be billed.

9-Mutual Performance Obligations

1. Client and Hostilepages Web Design hereby acknowledge and agree that completion of the project described in this Agreement requires the mutual cooperation, assistance and participation of both Client and Hostilepages

Web Design, including without limitation with respect to Marketing Collateral Delivery, Content Delivery, Timely approval of development milestones including UAT feedback and final "Go Live" approval and sign-off. Client and Hostilepages Web Design agree to work together in a commercially reasonable manner to complete the project described herein, and shall not engage in any activity or course of conduct to hinder or prevent in whole or in part the other party's ability to perform its obligations hereunder.

2. Hostilepages Web Design strives towards creating a website that meets Client's expectations. However, Hostilepages Web Design does not guarantee that expectations will be met if requests are unreasonable or unable to be completed within the described scope of the Project. Every step of the Project requires Client's feedback. Failure to provide timely and reasonable feedback may delay or frustrate completion of the Project and compromise the timeline. Hostilepages Web Design is not responsible for additional fees, time, or expenses incurred because of delays caused by lack of reasonable feedback by the Client.
3. Should Client fail to respond to requests for feedback for a period of 14 days during the design process, the project will be automatically archived. Any payments made on the project to date will be non-refundable. A \$100 reactivation fee will need to be paid in order to have the project un-archived and resumed. The project's timeline will also be adjusted to accommodate Hostilepages Web Design's current commitments to other projects.

10-Miscellany

1. Web site design and files created by Hostilepages Web Design are the property of Hostilepages Web Design; upon full payment, web site design and files become the property of the Client.
2. Assuming Client is pleased with Hostilepages Web Design's services, Client agrees to serve as a reference for Hostilepages Web Design, and to allow testimonial quotes to be used by Hostilepages Web Design.
3. Hostilepages Web Design shall be entitled to place an unobtrusive credit with a hypertext link ("Website Design by Hostilepages Web Design") in the footer on each page of the web site.
4. Client represents that any elements of text, keywords, keyword phrases, graphics, photos, designs, trademarks, or other artwork provided to Hostilepages Web Design for inclusion on the website above are owned by Client or are part of the public domain, or that Client has received permission from the rightful owner(s) to use each of the elements, and will hold harmless, protect, and defend Hostilepages Web Design from any liability or suit arising from the use of such elements.
5. Client acknowledges that some elements of this project may include integrating some 3rd party solutions.
6. Hostilepages Web Design is not responsible for changes made to the Web site by other parties that adversely affect the search engine rankings of Client's website.
7. Client acknowledges that Hostilepages Web Design has no control over the policies of search engines with respect to the type of sites and/or content that they accept now or in the future. Client's site may be excluded from any directory at any time at the sole discretion of the search engine or directory.
8. Site to be developed using the LAMP Platform (Linux, Apache, MySQL, PHP) unless otherwise noted