



Noreen's Simple Sites LLC
noreenssimplesites.com
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Website Design Contract

1. **Authorization:** The client is engaging Noreen's Simple Sites LLC as an independent contractor for the specific project of developing and/or improving a website to be installed on the client's web space on a web hosting service's computer. The client hereby authorizes Noreen's Simple Sites to access this account, and authorizes the web hosting service to provide Noreen's Simple Sites 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 content of the website and its webpages will be supplied by the client and executed as specified by the client in the "Website Planning Worksheet" date _____. The client will supply text, photos and graphics. This website includes up to _____ webpages.

2. **Standard Website Elements:** Noreen's Simple Sites includes the following elements in its standard website services:
 - **Consultation** of up to 2 hours total regarding general Internet orientation education, marketing strategy, Web design organization, and helping clients learn to use their own webpage editor. Additional education and consultation is at an hourly rate.
 - **Choice and modification of RapidWeaver web design template.** Additional template designs can be purchased at the client's expense
 - **Installation** of web pages on the client's web hosting service.
 - **Links** to external pages
 - **E-mail response link** on each webpage to any e-mail address the client designates.
 - **Forms**
 - **Photo slideshows**
 - **Blog** embedding
 - **Minor updates and changes** to existing web pages for six months, subject to the limits outlined below. Additional changes billed at hourly rate.
3. **Maintenance and Other Services:** This agreement includes minor webpage maintenance to regular webpages over a six-month period, including updating links and making minor changes to a sentence or paragraph. It does not include removing nearly all of the text from a page and replacing it with new text. If client attempts updating webpages, time to repair said webpages will be billed at the hourly rate listed

below and is not covered under the "Standard Website Elements" clause stated above. Said repair is not included in the contract price listed below.

Changes requested by client beyond the scope of "Standard Website Elements" will be billed at the hourly rate listed below. This rate shall also govern additional work authorized beyond that specified above for such services as general internet orientation, education, copy writing, webpage design, editing, art, photo, graphics services and helping clients learn how to use their own webpage editor. All requested changes and additional work must be authorized in writing by the client.

4. **Website Contents:** Client is required to provide complete text and graphics for all contracted webpages within four (4) weeks of the date of this contract.
5. **Completion Date:** Noreen's Simple Sites and the client must work together in order to complete the website within approximately eight (8) weeks after contract signing.

Substantive changes requested by client after the webpages have been constructed will be billed at the hourly rate listed below.

If website is not activated within 16 weeks, said contract will be considered complete and bill will be submitted for services rendered.

6. **Contract Price:** Noreen's Simple Sites will provide the work described above for the total contract price of \$_____. Additional work and site maintenance work authorized by the client will be invoiced at the hourly rate of \$_____. Additional webpages authorized by the client will be invoiced at the rate of \$_____ per page.
7. **Payment of Fees:** Fees to Noreen's Simple Sites are due and payable on the following schedule: 50% upon signing this contract, 50% when the webpages have been constructed according to the client's original written specifications with the final payment to be made within 30 days of receiving the final webpages. 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 a CD or attached to an e-mail message. All payments will be made in US funds.

Site maintenance and all other authorized changes beyond the contract price will be invoiced upon completion of said additional work.

8. **Refund Policy:** If client halts work and notification is given to Noreen's Simple Sites by registered letter within 30 days of contract signing, a partial refund of the initial fee may be provided. Work completed will be billed at the hourly rate stated above and deducted from the initial payment. The balance of the initial payment will be returned to client.

9. **Legal:** Noreen's Simple Sites 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 Noreen's Simple Sites 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 Noreen's Simple Sites 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

10. **Copyrights and Trademarks:** The client represents to Noreen's Simple Sites and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Noreen's Simple Sites for inclusion in webpages 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 Noreen's Simple Sites from any claim or suit arising from the use of such elements furnished by the client.

11. **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 Noreen's Simple Sites from any claim, suit, penalty, tax, or tariff arising from the client's exercise of Internet electronic commerce.

12. **Sole Agreement:** The agreement contained in this "Website Design Contract" constitutes the sole agreement between Noreen's Simple Sites 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 six (6) months after both parties sign this contract. Continued services after that time will require a new agreement.

This agreement becomes effective when signed by Noreen's Simple Sites. Regardless of the place of signing of this contract, the client agrees for the purposes of venue that any contract dispute will be

litigated or arbitrated in Washtenaw County, Michigan.

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 Noreen's Simple Sites LLC (authorized signature)

_____ Date _____

Noreen Walker, Owner