



This **Website Design Agreement** (“Agreement”) is made effective as of March 23, 2020, by and between **CLIENT** (the “Owner”), of **Website.com** in TOWN, STATE, and **Jody Colley** (the “Designer”), of 1500 Ball Rd., Eagle Point, OR 97524.

### **Description of Services.**

The Designer will design a website (the “Website”) for the Owner by providing the design and publishing services listed on Schedule A (the “Services”) in a professional and timely manner.

### **Terms/Scheduling.**

The Designer will begin the Services on the date the Agreement is signed and counter-signed and continue until the satisfactory completion of the Services. Satisfactory completion is presumed to be achieved when the Website is ready to be published publicly online.

### **Payments and Fees.**

In consideration for the Services, the Owner will pay the Designer in accordance with the payment schedule and terms set forth on Schedule B (the “Payments”). Additional Fees maybe incurred during the project, but not without prior written authorization by the Owner. Such Fees may be associated with procurement of photography/graphics; integration of third party widgets, code or tools such as e-commerce and online appointment scheduling; or the assistance of third party graphic designers for custom requests initiated by the Owner.

### **Ownership Rights.**

The Owner will own all of its proprietary information as included in the Services, as well as all code, design concepts, content, graphics, photos, videos, animations, gifs, logos and domain names. All Services provided by the Designer will be “works for hire” under applicable United States copyright laws, and therefore the property of the Owner. Upon request, the Designer

shall sign all documents necessary to confirm or perfect the exclusive ownership interests of the Owner.

## **Confidentiality.**

The Designer will not at any time or in any manner, either directly or indirectly, use for the personal benefit of the Designer, or divulge, disclose, or communicate in any manner any information that is proprietary to the Owner (e.g., trade secrets, know-how and confidential information). The Designer will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this Agreement.

## **Independent Contractor.**

The Designer is an independent contractor with respect to its relationship to the Owner. Neither the Designer nor the Designer's employees are or shall be deemed for any purpose to be employees of the Owner. The Owner shall not be responsible to the Designer, the Designer's employees, or any governing body for any payroll taxes related to the performance of the Services.

## **Promotion.**

The Owner agrees that the Designer may use the Owner's name, logo and/or public-appearing Website content in order to promote the Designer's portfolio of work.

## **Warranty.**

The Owner represents and warrants to the Designer that the Owner owns (or has a legal license to use) all photos, text, artwork, graphics, designs, trademarks, and other materials provided by the Owner for inclusion in the Website, and that the Owner has obtained all waivers, authorizations, and other documentation that may be appropriate to evidence such ownership. The Owner shall indemnify and hold the Designer harmless from all losses and claims, including attorney's fees and legal expenses, that may result by reason of claims by third parties related to such materials.

## **Termination on Default.**

If a party defaults by failing to substantially perform any provision, term or condition, this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate this Agreement by providing electronic written notice to the defaulting party. The notice shall describe with sufficient detail the nature of the default. The party in default shall have 14 days from the effective date of such notice to cure the

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default(s). Unless waived by the party providing the notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

## **Termination.**

This Agreement shall terminate automatically upon the completion of the Services described herein. In the event of such termination, the Owner shall be obligated to pay only for actual services provided by the Designer and for expenditures incurred with the Owner's approval.

## **Governing Law.**

This Agreement shall be construed in accordance with the internal laws of the State of California, without regard to conflict of laws rules. Venue shall be in a court of competent jurisdiction in the State of California, and both parties expressly consent to jurisdiction in such courts.

## **Signatories.**

This Agreement shall be signed by CLIENT on behalf of CLIENT'S BUSINESS and by Jody Colley on behalf of Jody Colley. This Agreement is effective as of the date first written above.

## **OWNER:**

CLIENT'S Signature Line:

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CLIENT

## **DESIGNER:**

Jody Colley Signature Line:

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Jody Colley

## SCHEDULE A: Description of Services and Schedule

- **Custom Squarespace web design** that results in a site that is visually appealing, easy to use, optimized, and friendly for mobile, table and desktop viewing.
- **An SEO-optimized** website that is built from the ground up with [SEO](#) best practices in mind.
- **A website that clearly communicates** your company's message with all the important information on your products, services, and company culture.
- **Clear calls to action** that help users find information they want and convert visitors to customers.
- **Advanced functionality** such as e-commerce, appointments/reservations, password-protected content, blogs, calendars, communications forms, etc., as needed and offered by Squarespace.
- **Content writing services** that build your brand, tell your story and attract traffic, using SEO-friendly best practices.
- **One month of free support** after completion of the website design, which can include remote training for the Owner or his/her/their designee(s).
- **Assist you with redirecting your URL** so your domain host will point from your old website to your new website.

## What the Owner will get working with the Designer

- **Direct communication with the web team** to discuss the project including developing a strategy, design requirements, budget details, scope of work, schedule, etc. And for the convenience of the Owner, meetings are held using telephone, chat, or video conferencing.
- **An approval process** of your site's strategy, design, content, and launch.
- **A customized process to fit your needs.** Schedules can be hectic at times, so the Designer work with the Owner whether the Owner wants to be thoroughly or only marginally involved.

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## PROJECT SCHEDULE \*

End of Week Two: A first draft of the website will be presented to the Owner for review.

End of Week Three: The Owner will provide revisions, additions, deletions and comments on the first draft.

End of Week Four: A second draft of the website will be presented to the Owner for review.

End of Week Five: The Owner will provide revisions, additions, deletions and comments on the second draft.

End of Week Six: The Owner and Designer will resolve any remaining edits to the Website.

End of Week Seven: The Owner will work with the domain host to launch the Website, with assistance from the Designer as needed.

End of Week Eight: The Designer will provide the Owner with basic instructions for maintaining the Website ongoing.

*\* Typically, Website projects can be completed ahead of the schedule outlined above, which allows for reasonable time by both parties to complete their respective tasks. If the Owner is aware of extenuating circumstances or anticipates delays or urgencies, please advise the Designer before entering into the Agreement so the Designer.*

## SCHEDULE B: Payment Terms

Unless otherwise agreed in writing by both parties, the Owner shall pay the Designer upon the following schedule and by the following methods.

- Upon initiation of the Agreement: Half of the total design cost. **\$250 for services**
- Upon completion of the Agreement: Half of the total design cost plus expenses incurred approved by the Owner. **\$250 for services + \$216 for 1 Year of Squarespace subscription.**

**TOTAL PAYMENTS DUE \*: \$716**

*\* As of the date of the Agreement initiation.*

Payments can be made electronically via PayPal, Venmo, Zelle or Stripe.

Note: Ongoing Website design assistance can be contracted between the Owner and the Designer at an hourly rate or by either project-based or annual retainer.