

# Web Services Contract

between \_\_\_\_\_, services provider (SP), and \_\_\_\_\_, client.

Contractor contact info: \_\_\_\_\_

Company/Client: \_\_\_\_\_

Contact name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail address: \_\_\_\_\_

website address (if any): \_\_\_\_\_

## **1. Responsibilities**

### **1a. SP's Responsibilities**

- (1) Acknowledgement of assignment.** When we acknowledge receipt of an assignment, we will always give you an estimated completion date.
- (2) Timely completion.** Minor tasks completed within a week. You will be notified of completion. Jobs of more than 2 hours within 2 weeks of approval of estimate and/or deposit.
- (3) Estimates** for any job likely to be more than 2 hours. Estimates completed at a fixed cost unless contract specifies percent +/-.
- (4) Timely Billing.** Thorough documentation of tasks completed and detailed invoices.
- (5) No additional expenses.** SP will not incur any additional expenses without permission of client.
- (6) Satisfaction guaranteed.**

### **1b. Client's Responsibilities:**

- (1) Contact by phone** for urgent tasks.
- (2) Follow up** if no confirmation of task assigned by email.
- (3) Advance notice.** Scheduling of larger jobs from take a week or more, so please give us enough advance time for larger jobs. Rush charges may apply for quicker turnaround.
- (4) Timely provision of required materials.** SP and the Client must work together to complete the Web site in a timely manner. Much of this depends on receiving the appropriate images and text from the Client.
- (5) Follow up** if you do not hear from us by our estimated completion date.
- (6) 50% deposit** on jobs likely to be more than 6 hours.
- (7) Cancellation of assigned work.**

In the event that work is postponed or canceled at the request of the Client by registered letter, SP may bill pro rata for work completed through the date of that request, while reserving all rights under this contract. If additional payment is due, this shall be payable within thirty days of the Client's notification to stop work.

- (8) Review website updates.** Timely review and approval or correction of website updates.
- (9) Study invoices** work completed to be knowledgeable about design choices and issues which may have arisen.
- (10) Timely payment.**

Payment is due immediately on completion of work. Shall be by cash, check, credit card or money order, in U.S. dollars, and made payable to SP Shaw, or Rosetta Publishing. Please pay on time. Discounts may be available for early payment. Delinquent bills will be assessed a \$15 charge if payment is not received within ten days of the due date. If an amount remains delinquent thirty days after its due date, an additional 5% (five percent) penalty will be added for each month of delinquency. SP reserves the right to remove delinquent Web pages from the Internet.

**(11) Client Warrants Compliance with Copyrights and Trademarks.**

The Client represents to SP and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to SP 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 SP and its subcontractors from any claim or suit arising from the use of such elements furnished by the Client.

**(12) Client Warrants Compliance with Laws Affecting Electronic Commerce.**

The Client is solely responsible for complying with all laws, taxes, and tariffs, and the Client will hold harmless, protect, and defend SP and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the Client's use of Internet electronic commerce.

**(13) Client responsible for website content, Contractor not liable.**

Client hereby agrees that any material submitted for publication will not contain anything leading to an abusive or unethical use of the Web Hosting Service or Host Server. Abusive and unethical materials and uses include, but are not limited to, pornography, obscenity, nudity, violations of privacy, computer viruses, any harassing and harmful material or uses, any illegal activity or material advocating illegal activity, any infringement of privacy, and libel.

Client hereby agrees to indemnify and hold harmless SP from any claim resulting from Client's publication of material or use of those materials. Client hereby agrees to indemnify and hold harmless SP in any claim resulting from the submission of illegal materials.

If SP shall acquire an Internet domain name on behalf of the Client, then in such case Client hereby waives any and all claims which it may have against SP for any loss, damage, claim, or expense arising out of or in relation to the registration of such domain name in any on-line or off-line network directories, membership lists, or registration lists, or the release of the domain name from such directories or lists following the termination of the providing of this service by SP for any reason.

Notwithstanding the above, Client's exclusive remedies for all damages, losses, and causes of actions whether in contract, tort including negligence, or otherwise, may include but shall not exceed the aggregate dollar amount that Client paid during the term of this contract and any reasonable attorney's fee and court costs.

Client agrees that it shall defend, indemnify, save, and hold SP harmless from any and all demands, liabilities, losses, costs, and claims, including reasonable attorney's fees ("Liabilities") asserted against SP, its agents, Clients, servants, officers, and employees, that may arise or result from any service provided or performed or agreed to be performed, or any product sold by Client, its agents,

employees, or assigns. Client agrees to defend, indemnify, and hold harmless SP against Liabilities arising out of any injury to person or property caused by any products or services sold or otherwise distributed in connection with SP's service, any material supplied by Client infringing on the proprietary rights of a third party, copyright infringement, and any defective product which Client has sold from the Web site SP has designed.

**(14) Client maintains sole responsibility for data backups and restoration.**

Rosetta Publishing, its offices, agents, or anyone else involved in creating, producing, or distributing its services, shall not be liable under any circumstances, including negligence, for any direct, indirect, incidental, special, or consequential damages that result from the use of or inability to use SP's services; or that result from mistakes, omissions, interruptions, deletion, or loss of files or data, errors, defects, delays in operation, or of performance, whether or not limited to acts of God, communication failure, theft, destruction, or unauthorized access to SP's records, programs, or services. Client hereby acknowledges that this paragraph shall apply to all content on SP's services.

**2. Authorization.**

The above named Client is engaging SP as an independent contractor for the specific project of developing and/or improving a website. The Client hereby authorizes SP to access this account, and authorizes the host to provide SP with any necessary passwords for the Client's website.

**3. Warranties.**

**Rosetta Publishing** represents and warrants to the Client that it has the experience and ability to perform the services required by this contract; that it will perform said services in a professional, competent, and timely manner; that it has the power to enter into and perform this contract; and that its performance of this contract shall not infringe upon or violate the rights of any third party or violate any federal, state, and municipal laws.

The Client warrants that it will provide Client materials to SP as required in a professional, competent, and timely manner; that it has the power to enter into this Agreement on behalf of Client; and that its performance of this contract shall not infringe upon or violate the rights of any third party or violate any federal, state, and municipal laws.

**4. Complete Starter Website Design Included in Initial Fees.**

SP will execute this Web site design as specified by the Client requirements as terms of this contract and incorporated in this contract. Unless specified otherwise in an attachment, this Web site includes up to six (6) Web pages. Additional standard Web pages beyond the original number of pages specified above, the Client agrees to pay SP an additional \$75 for each additional Web page. Graphics or photos beyond the two-per-page average will be billed additional. Where custom graphic work (beyond the scope of the "Graphics" detailed above) is requested, it will be billed at an hourly rate.

**5. Website Maintenance & Additional Services separate.**

Any revisions, additions, or redesign Client wishes SP to perform not specified in this document shall be considered "additional" and will require a separate Agreement and payment. Our maintenance contract is separate from this contract. If the Client or an agent other than SP attempts to update the Client's website, repair to the Web pages will be charged at the rate of \$35.00 per hour.

## **6. Payment terms.**

Unless otherwise stated in the "Payment" document attached to this agreement, the following standard terms apply. A minimum deposit of fifty percent (50%) of the design cost is required to start work. The site will then be posted online in a draft directory for the Client's viewing and proofing stage. During this stage, typographical errors, design changes, and other corrections will be made according to the instructions of the Client. The Web hosting time frame begins when the initial deposit is made and the draft site is put on-line.

## **7. Assignment of Project to Subcontractors.**

SP reserves the right to assign projects to subcontractors to ensure the right fit for the job as well as on-time completion. SP will be responsible for the final results of the project.

## **8. Copyright to Web Pages.**

Copyright to the finished, assembled work of Web pages produced by SP is owned by SP. Upon final payment of this contract, the Client is assigned rights to use as a Web site the design, graphics, and text contained in the finished, assembled Web site. 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. SP and his subcontractors retain the right to display graphics and other Web design elements as examples of their work in their respective portfolios.

## **9. Authorship Credit.**

By agreement by both Client and SP, Client's website may include a byline and link on the bottom of their Web page establishing authorship credit. This byline must be removed at any time upon written request by SP.

## **10. Nondisclosure.**

SP, its employees, and subcontractors agree that, except as directed by Client, it will not at any time during or after the term of this contract disclose any proprietary information to any person whatsoever.

## **11. Mediation of disputes.**

Any disputes in excess of \$1,000 (or the maximum limit for small claims court) arising out of this contract shall be mediated first, then if needed submitted to binding arbitration before a mutually agreed-upon Arbitrator pursuant to the rules of the American Arbitration Association. The Arbitrator's award shall be final, and judgment may be entered in any court having jurisdiction thereof. The Client shall pay all arbitration and court costs, reasonable attorney's fees, and legal interest on any award or judgment in favor of SP.

**12. State of Oregon venue.**

This contract becomes effective only when signed by both parties. Regardless of the place of signing of this contract, the Client agrees that for purposes of venue, this contract was entered into in Jackson County, Oregon, and any dispute will be mediated, arbitrated, and or governed by the laws of Jackson County, Oregon.

**13. Entire Understanding & Severability.**

This contract constitutes the sole agreement between SP and the Client regarding Web Services. It becomes effective only when signed by both parties. This contract shall be governed and construed in accordance with the laws of the State of Oregon. The parties agree that if any part, term, or provision of this Agreement shall be found illegal or in conflict with any valid controlling law, the validity of the remaining provisions shall not be affected thereby.

The undersigned agrees to the terms of this contract on behalf of his or her organization or business.

Client:

Name \_\_\_\_\_

Date \_\_\_\_\_

SP:

Name \_\_\_\_\_

Date \_\_\_\_\_