



WEB DESIGN CONTRACT

This is a legal and binding contract between **The Branding Store.net** and the Client listed below.

The Branding Store.net (786) 309-8070 <http://www.thebrandingstore.net>
info@thebrandingstore.net

Client:

Company _____
 Contact Name _____
 Address _____

 City _____ State _____ ZIP _____
 Phone _____ Cell Phone _____
 E-mail address _____
 Present WWW URL (if any): _____

These are the terms of our agreement together:

1. Authorization.

The above-named Client is engaging **TheBrandingStore.net**, known as "Developer", a sole proprietor, located in Miami, Florida, as an independent contractor for the specific purpose of developing and/or improving a web site. The Client hereby authorizes "Developer" to access the above FTP account, and authorizes the web hosting service to provide "Developer" with "write permission" for the Client's web page directory, cgi-bin directory, and any other directories or programs which need to be accessed for this project. The Client also authorizes "Developer" to publicize their completed web site to web search engines, as well as other web directories and indexes.

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2. Standard Web Site Package:

- **Domain Registration:** **TheBrandingStore.net** will secure a domain name for the Client at the Client's request. Domain name will be registered through **TheBrandingStore.net** and will be registered in the Client's name and become property of the Client once final payment is made. If the Client already has a domain name, "Developer" will coordinate redirecting the address to the new host. Should the Client desire a specific domain name, which is already owned by another party, negotiations for said domain name must be undertaken by the Client.
- **Text.** Copy for web site must be supplied by the Client in a .doc format or .txt format via disk or email attachment. Otherwise, if not supplied on disk or via email, there will be an additional charge for typesetting and creating text.
- **Photos.** The web design includes the resize and upload of up to 20 images. Photos and other misc. graphic images must be supplied by Client.



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- **Installation.** Finished site will be uploaded to Client's hosting company. The Client understands that TheBrandingStore.net does provide hosting services and if needed can offer these services to the client. Hosting is not included in the contract price for website design unless specified in the Appendix. Hosting services require a separate contract with TheBrandingStore.net or the hosting service of the Client's choice. The Client agrees to select a hosting service, which allows TheBrandingStore.net full access to the Client's account via FTP. The Client will be solely responsible for any and all hosting service charges. If Client has no Hosting Company, TheBrandingStore.net will assist Client in securing hosting. Client is responsible for all costs incurred with hosting fees.
- **Site publicity.** The site will be subject to a one-time blast submission to most of the major Web search engines, such as Google, Yahoo, and other search engines.
- **Cross Browser Compatibility.** Our agreement contemplates the creation of a web site viewable by the last version of Firefox, Chrome and Edge. Compatibility is defined herein as all critical elements of each page being viewable in both browsers. Client is aware that some advanced techniques on the Internet, however, may require a more recent browser version and brand or plug-in. Client is also aware that as new browser versions of browsers are developed, the new browser versions may not be compatible. In the absence of a Maintenance Agreement time spent to redesign a site for compatibility due to the introduction of a new browser version will be separately negotiated and in addition to the base price of our agreement.
- **Site Map.** For navigation help, and search engine robots. (Not included in the package price for sites smaller than 8 pages.)

3. Standard Web site Packages only.

The content of the web pages will be supplied by the Client and executed as specified by the Client in the "Design Worksheet" dated _____. This web site includes Approximately _____ web pages. In case the Client desires additional standard web pages beyond the original number of pages specified above, the Client agrees to pay TheBrandingStore.net an additional \$ 105.00 for each additional web page. Graphics or photos beyond the allowed average of 2 per web page shall be billed at an additional \$ 2.00 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 attached estimate.

4. Available Services:

This agreement includes all the aforementioned services plus:

- **Graphic Creation / Banner Advertisements.** This custom package contemplates that the "Developer" will create, capture or receive from the Client all the graphic elements necessary to complete the Client's web site. This includes creation / redesign of Corporate Identity (logo), ancillary images, animated graphics and photography and banner advertisements.
- **DHTML** This custom package contemplates using DHTML technology. The rate to program each DHTML page will be specified in the Worksheet. The Client understands that DHTML technology may not work in older browsers and some DHTML technology is not cross-browser specific.



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- **E-commerce.** This custom package contemplates the possibility of an e-commerce enabled site. If a shopping cart is required for the Client's site, the charges for the shopping cart will be listed in the Worksheet.
- **Secure Certificate.** If the Client selects an e-commerce enabled site, the Client is encouraged to obtain a secure certificate for online transactions. The Client understands that if they do not obtain their own secure certificate, design capabilities on the shopping cart itself may be limited.
- **Merchant Account** The Client will need a Merchant Account to enable the ability to accept credit cards online. Any charges necessary to secure the Merchant Account are chargeable to the Client.
- **Real Time Credit Card Processing.** If the Client has a high volume / high sales web site, real-time credit card processing will be desired. In this instance, the "Developer" will assist the Client in obtaining this service. Any charges related to this service are the responsibility of the Client as an addition to this agreement.
- **Databases.** Costs for creation of a database will be specifically listed in the Worksheet.
- **Training.** The "Developer" will provide e-mail and telephone assistance to the Client's designated representatives regarding management of the Client's web site at a pre-negotiated rate.

6. Additional Expenses.

Client agrees to reimburse "Developer" for any critical Client requested expenses necessary for the completion of the project. Examples would be:

- Purchase of specific fonts at the Client's request,
- Purchase of specific photography at the Client's request.
- Purchase of specific software at the Client's request.

7. Client Amends / Changes.

The "Developer" prides itself in providing excellent customer service. That is the spirit of our agreement and the spirit of our business. To that end, we encourage input from the Client during the design process. The "Developer" understands, however, that Clients may request significant design changes to pages that have already built to the Client's specification.

To that end, please note that our agreement does not include a provision for significant page modification or creation of additional pages in excess of our agreed page maximum in the Web Design Worksheet. If significant page modification is requested after a page has been built to the Clients specification, we must count it as an additional page. Some examples of significant page modification at the request of the Client include:

1. Developing a new table or layer structure to accommodate a substantial redesign at the Client's request.
2. Recreating or significantly modifying the company logo graphic at the Client's request.
3. Replacing more than 65% of the text to any given page at the request of the client, or Authorized Representative.
4. Creating a new navigation structure or changing the link graphics at the Clients request.



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5. Significantly reconfiguring the Client's shopping cart with new product, shipping or discount calculation if an e-commerce enabled site has been selected by the Client.

Clients who anticipate frequently changing the look of their site during the design process and Clients who desire to be intricately involved design of each page are encouraged to negotiate an agreement which exceeds the page maximum. If significant page modification is requested by the Client after the page maximum has been reached a Change Request with estimated costs will be submitted for Client approval prior to changes being done. Moderate changes, however, will always be covered during our development of the site.

8. Third Party or Client Page Modification.

Some Clients will desire to independently edit or update their web pages after completion of the site. Note however, TheBrandingStore.net is not responsible for any damage created by the Client or agent of the Client. Any repairs required will be assessed at an hourly rate of \$ 105.00. [1 hour minimum charge].

9. Web Hosting.

The Client agrees to select a web hosting service that allows "Developer" full access to the web site 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 system, standard CGI software may not work, and providing a substitute may incur additional charges.

10. Search Engine Registration.

TheBrandingStore.net will optimize the Client web site with appropriate titles, keywords, descriptions and text and thereafter submit the Client's web site to each of the major search engines and(or) directories.

The Developer also offers advanced search engine optimization and site promotion services. If advanced search engine optimization and site promotion services are desired the agreement for said services will be listed in Optimization Contract. TheBrandingStore.net encourages all commercial Clients to obtain Advanced Search Engine Optimization and Site Promotion services.

11. Work Schedule and Completion Date.

TheBrandingStore.net will submit a First Mockup Draft of website no later than five (5) business days after TheBrandingStore.net receives signed agreement, along with down payment and initial direction from the Client. Client to provide "Developer" with all the data needed to complete web site, including text, company logo, and photos. Upon completion of this stage, the Client will be asked to confirm acceptance for the basic site design via e-mail. Once this acceptance is received from the Client, the work necessary to complete the project will continue.

TheBrandingStore.net can submit a request for additional information to the client via email, it should be answered not later than five (5) business days or the project will be rescheduled.

The client have 30 days to answer and retake the project, after this time a restart fee of 10% of the total cost of the project will be required to continue.

If more than 6 months pass and the project is still on hold, the client lose the down payment and should pay all the project again to restart.

Upon completion of the web site, an e-mail or letter and invoice will be sent to the Client advising the Client that the work has been completed. Client will supply written approval by emailing back. After contract has been paid in full, site will then be submitted to the search engines. The "Developer" will sent a link with the website backup to be downloaded the next 30 days.



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12. Maintenance Grace Period.

This agreement includes minor web page maintenance to regular web pages (not store product pages) over a one 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 TheBrandingStore.net attempts updating the Client's pages, time to repair web pages will be assessed at the hourly rate, and is not included as part of the updating time. The one week maintenance period commences upon the receipt of final payment and Client's project is uploaded onto the Client's Server.

Changes requested by the Client beyond those limits will be billed at the hourly rate. This rate shall also apply toward additional work authorized beyond the maximums specified above for such services as: general Internet orientation education, marketing consulting, web page 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 web page editor. CGI programming charges (if any) are not included in this rate.

13. Extended Maintenance Contracts.

TheBrandingStore.net offers monthly and hourly Website Maintenance and offers the client the choice of either to continue to update, modify and install new content and photos to the website. If the client expects to have regular changes and updates then the monthly maintenance may be the cheapest way to go.

14. Copyrights and Trademarks

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

15. Assignment of Project.

TheBrandingStore.net reserves the right to assign certain subcontractors to this project to insure the right fit for the job as well as on-time completion. TheBrandingStore.net warrants all work completed by subcontractors for this project. When subcontracting is required, TheBrandingStore.net will only use industry recognized professionals.

16. Age.

Authorized representative of the Client certifies that he or she is at least 18 years of age and legally capable of entering a contract in the State of Florida on behalf of the Client.

17. Warranties and Liability.

Client agrees that any material submitted for publication will not contain anything leading to an abusive or unethical use of the Web Hosting Service, the Host Server or TheBrandingStore.net. Abusive and unethical materials and uses include, but are not limited to, pornography, obscenity, nudity, violations of privacy, computer viruses, harassment, any illegal activity, spamming, advocacy of an illegal activity, and any infringement of privacy. Client hereby agrees to indemnify and hold harmless TheBrandingStore.net from any claim resulting from the Client's publication of material or use of those materials.



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It is also understood that the "Developer" will not publish information over the Internet which may be used by another party to harm another. TheBrandingStore.net will also not develop a pornography or warez web site for the Client. TheBrandingStore.net reserves the right to determine what is and is not pornography. TheBrandingStore.net does not warrant the functions of the site will meet Client's expectations of site traffic or resulting business or that the operation of the web pages will be uninterrupted and / or error-free. TheBrandingStore.net is not to be held responsible for occasional downtime of email or web site due to line interruptions and/or other instances beyond TheBrandingStore.net control.

18. Indemnification.

Client agrees that it shall defend, indemnify, save and hold TheBrandingStore.net harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees associated with TheBrandingStore.net's development

of the Client's web site. This includes Liabilities asserted against TheBrandingStore.net, its subcontractors, its agents, its 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 the Client, its agents, employee or assigns.

Client also agrees to defend, indemnify and hold harmless TheBrandingStore.net against Liabilities arising out of any injury to person or property caused by any products or services sold or otherwise distributed over the Client's web site. This includes infringing on the proprietary rights of a third party, copyright infringement, and delivering any defective product or misinformation which is detrimental to another person, organization, or business.

19. Rights upon Termination of Agreement.

TheBrandingStore.net shall transfer, assign and make available to Client all property and materials in TheBrandingStore.net's possession or subject to Developer's control that are the property of Client, subject to payment in full of amounts due pursuant to this Agreement. TheBrandingStore.net also agrees to provide reasonable cooperation in arranging for the transfer or approval of third party's interest in all contracts, agreements and other arrangements with advertising media, suppliers, talent and others not then utilized, and all rights and claims thereto and therein, following appropriate release from the obligations therein.

In the event the Client terminates this contract by registered letter within 30 days, 50% of down payment will be refunded. Work completed shall be billed at the hourly rate of \$ 50.00 per hour, and deducted from 50% of the down 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. No portion of this initial payment will be refunded unless written application is made within 30 days of signing this contract.

Refund request must be submitted by registered letter to; TheBrandingStore.net
8400 NW 36th Street Suite 450.Doral, FL 33166

20. Default.

In the event of any default of any material obligation by or owed by a party pursuant to this Agreement, then the other party may provide written notice of such default and if such default is not cured within five (5) days of the written notice, then the non-defaulting party may terminate this Agreement.

21. Notices.

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.



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22. 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 Developer and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the Client's exercise of Internet electronic commerce.

23. Ownership to Web Pages and Graphics.

Copyright to the finished assembled work of web pages and graphics produced by the Developer shall be vested with the Client upon final payment for the project. This ownership is to include, design, photos, graphics, source code, work-up files, text, and any program(s) specifically designed or purchased on behalf of the Client for completion of this project.

Rights to photos, graphics, and computer programs are specifically not transferred to the Client, and remain the property of their respective owners. Developer and its subcontractors retain the right to display all designs as examples of their work in their respective portfolios.

24. Litigation.

Any disputes arising from this contract will be litigated or arbitrated in [Miami](#), Florida. This agreement shall be governed and construed in accordance with the laws of the State of Florida, USA.

Undersigned hereby agree to the terms, conditions and stipulations of this agreement on behalf of his or her organization or business. This Agreement constitutes the entire understanding of both parties. Any changes or modification thereto must be in writing and signed by both parties.

25. Payment of Fees. A minimum deposit of fifty percent (50%) is required to commence work. Fees to

[TheBrandingStore.net](#) are due and payable on the following schedule:

- 50% upon signing of contract and the balance upon page completion, but prior to delivery / uploading. If the total amount of this contract is less than \$500, then the total amount shall be paid upon signing of contract and any additional costs incurred during development will be invoiced at the completion of the web site.

Submitting the pages to Web Search Engines and updating occur only after the final payment is made. All payments will be made in US funds.

[TheBrandingStore.net](#) reserves the right to remove web pages from viewing on the Internet until final payment is made. If a payment delay is anticipated, please contact [TheBrandingStore.net](#) immediately for an alternative arrangement.

In case collection proves necessary, the Client agrees to pay all fees incurred by that process. This agreement becomes effective only when signed by [TheBrandingStore.net](#). Regardless of the place of signing of this agreement, the Client agrees that for purposes of venue, this contract was entered into in [Miami](#), Florida, and any dispute will be litigated or arbitrated in [Miami](#), Florida.

26. Sole Agreement.

The agreement contained in this "Web Design Contract" constitutes the sole agreement between [TheBrandingStore.net](#) and the Client regarding this web site. Any additional work not specified in this contract or Website Design worksheet must be authorized by a written change order.

All prices specified will be honored for 30 days after both parties sign this contract. Continued services after that time will require a new agreement.



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This agreement constitutes the entire understanding of TheBrandingStore.net and Client. This agreement terminates and supersedes all prior understanding or agreements on the subject matter hereof. Any changes or modification thereto must be in writing and signed by both parties.

27. Initial Payment and Scheduled Completion. The total amount of this contract is \$_____.

This agreement begins with an initial down payment of \$_____. Please make checks payable to TheBrandingStore.net. We do accept Credit Cards.

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

Scheduled Target Date of Completion _____.

On behalf of the Client (authorized signature):

_____ Date _____

On behalf of TheBrandingStore.net (authorized signature)

_____ Date _____

Appendix
