



(678) 392-7468  
AdChix.com

Contact Name: \_\_\_\_\_  
Phone: \_\_\_\_\_ FAX: \_\_\_\_\_  
Company/Client: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_  
E-mail address: \_\_\_\_\_  
Present WWW URL (if any): \_\_\_\_\_ Nameserver: \_\_\_\_\_  
Username: \_\_\_\_\_ Password: \_\_\_\_\_

**1. Authorization.** The above-named client is engaging AdChix Marketing, located at \*\*\*\*\*, as an independent contractor for the specific project of developing and/or improving a World Wide Website to be installed on the client's web space under their folder ... /www or ... /html.

The client hereby authorizes AdChix Marketing to access this account, and authorizes the web hosting service to provide AdChix Marketing with "write permission" for the client's ftp webpage directory (.../www) or (.../html), cgi-bin directory, php dtabases and MySQL databases. if your server does not have (/www) or (/html) folders, it is recommended that these be created as soon as possible.

**2. Standard Website Package Elements.** (For Standard Website Packages Only. Does not apply to e-commerce site. For e-commerce sites, see e-commerce contract.) AdChix Marketing includes the following elements in their Standard Website Packages:

- **E-mail/phone consultation.** Up to two hours total general Internet orientation education, and website design consultation. Additional education and consultation is charged at our hourly rate.
- **Words of text supplied by the client.** Webpages of more than 1,200 words of text may be subject to additional fees, especially if they require a great deal of formatting or the creation of addition cufon files.
- **Links to external sites,** as many as needed.
- **Custom Graphics Package.** Masthead graphics on first page - custom graphics incorporating company logo. and top of page graphic for all other pages in your website. Colorful lines and bullets, and colored and/or textured background. This graphics package does not include creating a company logo.
- **Photos, videos and other misc. graphic images supplied by client** (up to an average of two included per page in standard websites and "regular" online store pages, in addition to masthead and top-of-page graphic.
- **Installation of webpages on designated hosting server.**
- **Connect domain to appropriate (.../www) or (.../html) folder containing domain/index.html index.php etc file.**
- **Minor updates and changes to existing webpages for one year, subject to the limits outlined below.** Additional changes billed at hourly rate. For e-commerce sites, this includes only "regular" pages, not product pages or ordering system pages.
- **E-mail link** on each webpage to any e-mail address the client designates.
- **General Contact form**
- **Downloadable forms.** Such as pdf or Word Documents.

**3. Content** The content of the webpages will be supplied by the client and executed as specified by the client in writing. This website includes up to ten webpages. In case the client desires additional standard webpages beyond the original number of pages specified above, the client agrees to pay AdChix Marketing an additional \$150 for each additional webpage. Graphics, images or photos beyond the Logo and/or header image shall be billed at an

additional \$100 per dozen stock images unless supplied by client. \$100 is the minimum charge for stock images even if 12 images are not used. Custom Flash movies are \$100 each.

**4. Maintenance and Hourly Rate.** This agreement includes minor webpage maintenance to regular webpages over a one-year period, including updating links and making minor changes to copy. It does not include removing nearly all the text and images from a page and replacing it with new text and images. If the client or an agent other than AdChix Marketing attempts updating the client's pages, time to repair webpages will be assessed at the hourly rate, and is not included as part of the regular maintenance. The one-year maintenance period commences upon the date the site goes live. CMS is provided for clients who wish to update their own text and images.

Changes requested by the client beyond those limits will be billed at the hourly rate of \$50 per hour. This rate shall also govern additional work authorized beyond the maximums specified above for such services as general Internet orientation education, marketing consulting, webpage design, editing, modifying product pages in an online store, and art, photo, and graphics services.

**5. Completion Date.** AdChix Marketing and the client must work together to complete the website in a timely manner. We agree to work expeditiously to complete the website no later than seven business days after the deposit is paid. If the client is supplying their own images and copy, then the seven day period begins after AdChix receives all copy and images and other materials required for completion of the website. Sundays and holidays are excluded as business days.

**6. Payment of Fees.** Fees to AdChix Marketing are due and payable on the following schedule: 50 percent upon signing this contract, 50 percent when the webpages have been constructed according to the client's specifications. Payment for images and logo design are due at the time contract is signed. All payments will be made in US funds by Paypal.

**7. Assignment of Project.** AdChix Marketing reserves the right to assign subcontractors to this project to insure the right fit for the job as well as on-time completion.

**8. Legal.** AdChix GUARANTEES the website will be functional. However, **AdChix Marketing does not warrant that the functions contained in these webpages or the Internet website will be uninterrupted or error-free due to user error caused by website users or assigned administrators (CMS users), OR server error or server downtime caused by our webserver or the client's nameserver, hosting server, or domain hosting company or email server.** The entire risk as to the quality and performance of the webpages and website is with client and according to client specifications. In no event will AdChix Marketing 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 AdChix Marketing has been advised of the possibility of such damages.

**9. Copyrights and Trademarks.** The client represents to AdChix Website Design and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to AdChix 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 AdChix Marketing and its subcontractors from any claim or suit arising from the use of such elements furnished by the client.

**10. 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 AdChix Marketing and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the client's exercise of Internet electronic commerce.

**11. Copyright.** Copyright to the finished assembled work of webpages produced by AdChix Marketing is owned by AdChix Marketing. Upon final payment of this contract, the client is assigned rights to design, graphics, and text contained in the finished assembled website. Rights to photos, graphics, source code, work-up files, and computer programs remain the property of their respective owners. AdChix Marketing and its subcontractors retain the right to display graphics and other Web design elements as examples of their work in their respective portfolios.

**12. Payment of fees.** AdChix Marketing reserves the right to remove webpages from the Internet until final payment is made. In case collection proves necessary, the client agrees to pay all fees incurred by that process. This agreement becomes effective only when signed by AdChix Marketing. Regardless of the place of signing of this agreement, the client agrees that for purposes of venue, this contract was entered into in Dekalb County, Georgia, and any dispute will be litigated or arbitrated in Dekalb County, Georgia.

**13. Sole Agreement.** The agreement contained in this "Website Design Contract" constitutes the sole agreement between AdChix Marketing 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 one year (12 months) after both parties sign this contract. Continued services after that time will require a new agreement.

14. 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.

**15. Initial Payment and Refund Policy.** The total amount of this contract is \$\*\*\*\*\* for \*\* web pages comprising the website \*\*\*\*\*.com and connecting web pages.

**This agreement begins with an initial payment of \_\_\_\_ .**

If the client halts work and applies by registered letter for a refund within 30 days, to the Director of AdChix Marketing, \*\*\*\*\*, work completed shall be billed at th

\_\_\_\_\_ e hourly rate stated above, and deducted from the initial 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 stated above. No portion of this initial payment will be refunded unless written application is made within 30 days of signing this contract.

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):

\_\_\_\_\_

Client (Business Name):

\_\_\_\_\_ Date: \_\_\_\_\_

On behalf of AdChix Marketing:

\_\_\_\_\_ Date: \_\_\_\_\_