

MIJO WEB DESIGN

MIKE DEPASQUALE

mike@mijodesign.com

Client Name _____

Phone _____ FAX _____

Company/Client _____

Address _____

City _____ State _____ ZIP _____ Country _____

E-mail address _____

Contact person _____

Present WWW URL (if any):

The above-named client (referred to herein as "**client**") has engaged Michael DePasquale dba: MIJO Web Design (hereinafter "**MWD**") for the specific purpose of designing a World Wide Web site.

1. SERVICES RENDERED. MWD agrees to perform following Web design services:

- Website Design @ \$ _____
- Website Maintenance @ \$ _____
- Custom Graphic Design: logo(s), navigation bar, buttons etc. @ \$ _____

All services described herein are to be performed by MWD &/or its contractors in accordance with the most commonly accepted standards and practices of the Web Services Industry. That is to say, we will use web site design technologies that are most universally acceptable in order to satisfy the broadest web market possible.

2. COST. Notwithstanding any prices listed in literature or on Web pages, the client and MWD agree that the services described in this contract shall be completed for \$30/hr HTML and \$45/hr Programming.

3. ADDITIONAL SERVICES. The **terms and conditions** set forth in this document constitutes the sole agreement between MWD and the client regarding this Website. Any additional work not specified in this contract must be authorized in writing. Should the client desire additional standard Web pages beyond the terms of work specified above, the client agrees to pay MWD an additional fee based on the rate structure outlined above.

Terms and conditions:

- It will be your responsibility to provide our designers with all the information they need to complete your project. This includes log in information, copy, text, pictures, etc.
- All projects require a 50% deposit.
- We accept Paypal. We also accept checks, business or personal, but no work will begin until check clears.
- If your payment is rejected, your work will be removed from the Internet unless you rectify the situation.
- You MUST establish ONE point of contact! This is the only person from your company that will work directly with a Web designer. This is very important. Having more than one POC can lead to confusion and extra development time!
- You will be notified by E-mail when an update is completed.
- We prefer E-mail communication in order to have a hard copy of design/work discussions. We realize that this may not always be appropriate and may schedule phone conversations as needed.
- You will be billed hourly for phone correspondences after the first hour. We are consultants and our time is valuable - just like yours. E-mail correspondence is free.
- When you send us E-mail, please use the subject WISELY! Please indicate the topic of the E-mail through the subject line.
- For hourly priced work you will be billed in 15 minute increments.
- If work is added to the original proposal development time & associated costs will increase.
- You are responsible for your content, copy, and text. You must own the copyright to, or have permission to use said content.
- We are not typists. Please send ALL of your content in such a manner that we can cut and paste it into your Web page. You can do this by directly typing into an E-mail or sending a .doc file as an attachment. Doing this speeds up the design process and eliminates typos and mistakes.
- If you are not timely in correspondence or delivering materials, this will cause your project to be delayed, as we take on new clients daily.
- Questions? CONTACT US!

4. PAYMENT. Client agrees to pay to MWD an initial deposit of \$_____ upon execution of this agreement. All remaining charges agreed upon and which may accrue shall become due and payable to MWD upon completion of the services described in above. Delinquent bills will be assessed a 10% penalty for each month of delinquency beyond 30 days past the invoice date. MWD reserves the right to remove Web pages from viewing on the Internet until final payment is made. Should collection activities become necessary, the client agrees to pay all fees relating to said activities.

5. SUBCONTRACTING. MWD reserves the right to assign other Web designers or subcontractors to this project.

6. WARRANTIES AND LIABILITY. MWD does not warrant that the functions of the web site will meet the client's expectations of site traffic or resulting business. In no event will MWD or its sub-contractors 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 Web pages or Website, even if MWD has been advised of the possibility of such damages.

7. TRADEMARKS & COPYRIGHTS. The client represents to MWD and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to MWD 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 MWD from any claim or suit arising from the use of such elements furnished by the client. Copyright to the assembled work of Web pages produced by MWD is owned by MWD. Upon final payment of this contract, all rights owned by MWD as to the design, graphics, and text in this Website transfer to the client. MWD reserves the right to reuse any proprietary software, programming functions or code libraries that do not directly pertain to client's design, graphics, text and other copyrighted or protected content.

8. LITIGATION. Any disputes arising from this contract will be litigated or arbitrated in Monmouth County, New Jersey. This Agreement shall be governed and construed in accordance with the laws of the State of New Jersey, USA.

The 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 the parties. Any changes or modifications thereto must be in writing and signed by both parties.

Michael DePasquale Webmaster

Date _____

Client

Date _____

Please make check payable to Mike DePasquale

Mail to: 900 Deal Rd., #4
Ocean, NJ 07712