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Mevaser Enterprises  
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## Web Site Design Contract

This AGREEMENT is dated and in effect as of the \_\_\_\_\_, \_\_\_\_\_, between \_\_\_\_\_ of \_\_\_\_\_, hereafter referred to as "Client" and \_\_\_\_\_, hereafter referred to as "Consultant, mevaser.com or Company." This agreement is with respect to the re-design of Company Name's website, hereinafter referred to as the "Work." Whereas, Consultant is a professional web designer of good standing; Whereas, Client wishes Consultant to create certain Work described more fully herein; and Whereas, Consultant wishes to create such Work; Now, therefore, in consideration of the foregoing premises and the mutual covenants hereinafter set forth and other valuable considerations, the parties hereto agree as follows:

### **CONFIDENTIALITY:**

The Client and Consultant may disclose confidential information one to the other to facilitate work under this Agreement. Such information shall be so identified in writing at the time of its transmittal, and shall be safeguarded and not disclosed to third parties by the receiving party. Confidential information shall not include information that:

Is already known to the party to which it is disclosed; is or becomes part of the public domain without breach of this Agreement; is obtained from third parties, which have no obligations to keep confidential to the parties to this Agreement.

### **DESCRIPTION OF WORK:**

This Web Design Project will be developed using various commercial software products and proofed by hand.

· Browser Compatibility - Designing a website to fully work in multiple browsers (and browser versions) can require considerable, extra effort. It could also involve creating multiple versions of code/pages. Mevaser.com represents and warrants that the website we design for you will work in:

- Microsoft Internet Explorer versions 3 and up
- Netscape Navigator/Communicator version 3 and up

While mevaser.com will make reasonable efforts to design a fully functional website, mevaser.com warrantee does not cover AOL, text-based browsers or requested special effects that we have advise you against.

·Accessibility for People with Disabilities –mevaser.com’ standard is to meet at least half the currently recommended guidelines for web site development. Without sacrificing quality and design, we try to ensure that the content and functions we build into our web sites are available to all visitors.

\*A separate Proposal will describe in detail the Work that is required of Consultant for the Client.

**PAYMENT SCHEDULE:**

The full length of this contract is as follows: Starting date is \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and estimated completion\* date is \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ for the total amount of \$\_\_\_\_\_. Client shall pay Consultant \$\_\_\_\_\_, as a deposit for project commencement. The balance of \$\_\_\_\_\_ is due on completion date, and prior to file relinquishment, or upload and/or assembly of website on Client's web server.

**DUE DATES:**

Consultant agrees to deliver samples of design on dates as agreed upon in the detailed Proposal. Consultant will make every effort to meet agreed upon due dates. The Client should be aware that failure to submit required information or materials may cause subsequent delays in the production. Client delays could result in significant delays in delivery of finished work.

**FEES & ADDITIONAL SERVICES:**

Fees to the Company are due and payable on the following schedule: 50% upon signing this contract, 50% when the web pages have been constructed according to the Client's original written specification. If total amount of this contract is less than \$500, the total amount shall be paid upon signing this contract, or addendum must be attached. Hourly charges will be invoiced separately for any time on work past the original estimate.

Changes in client input or direction or excessive changes will be charged at \_\_\_\_\_ for \_\_\_\_\_. Any work the Client wishes Consultant to create, which is not specified in the DESCRIPTION section of this agreement, or in the attached Proposal will be considered an additional service. Such Work shall require a separate Agreement and payment separate from and above that specified in this Agreement.

**EXPENSES:**

Client agrees to reimburse Consultant for any of the following expenses necessary in completion of the Work: (e.g. Fonts, Messengers, Proofs, Props, Research, Shipping, Software, Stock photography, Travel, Telephone Consultation)

**ASSIGNMENT OF WORK:**

Consultant reserves the right to assign other designers or subcontractors to the Work to ensure quality and on-time completion.

**DESIGNER LINK:** Client agrees that the Company's link will appear at the botton of each page on the Client' site for as long as they use the Company's design with exceptions to page supplied by or designed by others (pre-existing sites)/ link will be in the form of a text link

**RESERVATION OF RIGHTS:**

All rights not expressly granted hereunder are reserved to Consultant, including but not limited to all rights in sketches, comps, or other preliminary materials.

**PERMISSIONS AND RELEASES:**

The Client agrees to indemnify and hold harmless Consultant against any and all claims, costs, and expenses, including attorney's fees, due to materials included in the Work at the request of the Client for which no copyright permission or previous release was requested or uses which exceed the uses allowed pursuant to a permission or release.

**PUBLICATION:**

The Client may publish or disclose information regarding the Work and shall acknowledge the support of Consultant in all such publications. The Client will not use the name of Consultant, in any advertising or publicity without the prior written approval from the Consultant. The Consultant will not use the name of Client, in any advertising or publicity without the prior written approval from the Client.

**COPYRIGHT NOTICE:**

The Client guarantees consultant that any elements of text, graphics, photos, designs, trademark or other artwork furnished to consultant 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. Clients will protect and defend consultant and its subcontractors from any claim or suit arising from the use of such elements provide by the Client.

Content is copyrighted to the Client, but the custom HTML coding, programming, and graphics containing such content is and will be copyrighted to consultant and may not be distributed, modified or re-licensed without the express written consent of the Consultant. The Consultant and its subcontractors retain the right to display graphics and others web design elements as examples of their work in their respective portfolio. All graphics and content provide by the Client remain the property of the Client.

Content provide by consultant is Copyright is in Consultant's name. Upon completion of Work, the copyright will only be released to the Client upon the Consultant's signing of the Release of Copyright.

**BUSINESS NOTIFICATION:** Client agrees to notify the Company if they go out of business, hire another designer to take over, or their website is taken down for any reason. Failure to company will result in immediate termination of contract/services.

**PENALTY FEES.** In order for the Company to continue business, payments must be made promptly. Delinquent bills will be assessed a \$15.00 charge if the payment is not received by the due date. If an amount remains delinquent 30 days after its due date, an additional 10% penalty will be added for each month of delinquency. The Company reserves the right to remove the web pages from viewing on the internet until final payment is made. In case collection proves necessary, the Client agrees to pay all fees incurred by the process. This agreement becomes effective only when signed by a representative of the Company. Regardless of the place of signing this agreement, the Client agrees that for purposes of venue this contract was entered in Toronto, Ontario,

and any dispute will be litigated or arbitrated in Toronto, Ontario. Please pay on time. Bounce checks will result in a \$30 penalty fee.

**TERMINATION:**

Either party may terminate this Agreement by giving 30 days written notice to the other of such termination. In the event that Work is postponed or terminated at the request of the Client, Consultant shall have the right to bill pro rata for work completed through the date of that request, while reserving all rights under this Agreement. If additional payment is due, this shall be payable within thirty days of the Client's written notification to stop work. In the event of termination, the Client shall also pay any expenses incurred by Consultant and the Consultant shall own all rights to the Work. The Client shall assume responsibility for all collection of legal fees necessitated by default in payment.

The Client and Consultant are independent parties and nothing in this Agreement shall constitute either party as the employer, principal or partner of or joint venture with the other party. Neither the Client nor Consultant has any authority to assume or create any obligation or liability, either express or implied, on behalf of the other.

This Agreement shall be governed by and construed in accordance with the laws of \_\_\_\_\_ applicable therein.

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

On behalf of the Client: \_\_\_\_\_ Date \_\_\_\_\_

On behalf of Consultant: \_\_\_\_\_ Date \_\_\_\_\_