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Web Design-Terms of Service Agreement

Revised January/17/2017
www.sitesbysundee.com

General Terms:

Charges & Fees: All new web design projects and blogs require an initial 50% deposit that will be due upon signing and remittance of this service agreement. Divi premium theme will be used at no xtra charge, fees for alternate premium themes and plugins must be paid for in advance and are non-refundable. The remaining 50% balance will be due upon acceptance of the completed web development project. (eCommerce sites allow 30 days for balance payment)

Payments: I accept payments via Cash, Check, PayPal and all major Credit Cards. Your project will not be released to you until full payment is received. Any check payments that do not clear will be charged a \$35 fee. SITESbySUNDEE retains the right to withhold all project development with the exception of content and graphics provided by the client, until payment is received.

Refunds: A request to terminate services must be presented to SITESbySUNDEE in writing, *and* within 5 business days of the signing of this agreement. In which case, you will receive a 50% refund on your deposit amount within 14 days of receipt of your written request.

Chargebacks: SITESbySUNDEE will not negotiate chargebacks with any person or company. My refund policies are clearly stated above, and all clients are asked to read and agree to my terms of service prior to the start of any project.

Hours of Operation: My business hours are Monday-Thursday from 10am-3pm Arizona time. If you require assistance after the posted hours, such as on weekends or holidays, you will be charged my base rate of \$32 per hour; this fee includes phone time.

Design Credit: All SITESbySUNDEE custom web design clients will have a "Design by: SITESbySUNDEE" link on their website, within the footer area of every page. This is non-negotiable. By hiring me to work on your website you are agreeing to this, and that you understand that this link may NOT be removed without my consent. You may pay SITESbySUNDEE a fee of \$250 to have this link permanently removed. Should you have a new layout designed for your site by a company other than SITESbySUNDEE, you may remove the credit from your website. Thank you.

Development & Delivery: SITESbySUNDEE understands the importance of completing projects in a timely manner. I agree to complete your web design project within 90 days from the date of signing of this agreement *and* acceptance of 50% advance payment. If client does not supply to SITESbySUNDEE all needed content to complete the project i.e.; (text copy, graphic content and other requested materials or services, such as website hosting) within 14 business days of signing of this agreement, this contract agreement then becomes void and all deposit funds paid by client are forfeited. The client may request a Project Extension in writing to SITESbySUNDEE for an additional fee of 20% of the project total cost for every 30 days of extension. All extension fees are due upon agreement of the extension between SITESbySUNDEE and the client.

Non-Communication: If I am unable to communicate with a client regarding their project for a duration of at least thirty days (30) by phone or email during the design and development process, the project will be canceled without prior notice and no refund will be issued.

Copyright & Ownership: Upon completion of the project, SITESbySUNDEE transfers all rights and ownership of CUSTOM designs to the client. Software and third party graphics or programs are not transferred to the client and remain under copyright of their respective owners. SITESbySUNDEE reserves the right to resell custom designed web sites that remain unpaid by the original client, unaccepted mockups or other graphics created by SITESbySUNDEE but not in legal use by the client. SITESbySUNDEE reserves the right to display websites and graphics that have been designed by SITESbySUNDEE on their website, and in any marketing material to aid as examples of my work. There is NO REFUND on themes, plugins, widgets or other software that were previously purchased with the intention for use on your project.

Liability: Services purchased from SITESbySUNDEE are provided "as is" without warranty of any kind that the web design project will be uninterrupted or error free. In no event shall SITESbySUNDEE be liable to the client for any direct, indirect, special, punitive, incidental, or consequential damages arising out of the use of the website, services, and/or goods provided to the client. This includes, without limitation, lost profits, business interruption, loss of data or other losses directly resulting from the use of the website, services, and/or goods provided to the client. The entire risk as to the quality and performance of the web design is with the client.

International Customers: I am happy to accept projects from customers outside of the United States. However, I do require full payment of all projects prior to beginning your project via Credit Card. This is non-negotiable. Notice: This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. Exclusive jurisdiction and venue is as governed in the district court of Yavapai County, Prescott Arizona.

Acceptance: Please note that by submitting your deposit or down-payment for my services you are agreeing to all of my terms of service as written here.

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Additional Explanations:

You don't have to worry about getting every single detail right the first time! Websites are always a work in progress due to changing information. since I will be giving you a Wordpress walk-thru upon completion of your project, I will show you how you can easily make edits (ie. text and images) on your own. Please

be advised, any hours that go beyond "design time" will be charged for at my usual hourly rate of \$32/hr.

Website "Design Time" includes: Initial phone consultation, theme selection assistance, hosting selection assistance, DNS setup, wordpress installation, theme installation, plugins installation, minor plugin configurations, 5-7 website pages, up to 2 sliders, up to 2 contact forms, up to 2 videos, placement of your copy and images, up to 5 hours of phone time, (1) completed backup and a Wordpress walk-thru upon completion of your project.

eCommerce website "Design Time" includes: All of the above PLUS; all plugin configurations, up to 10 website pages, up to 2 sliders, up to 2 contact forms, up to 6 videos, placement of your copy and images, up to 8 hours of phone time, (1) completed backup and a Wordpress walk-thru upon completion of your project.

BLOG "Design Time" includes: Initial phone consultation, theme selection assistance, hosting selection assistance, DNS setup, wordpress installation, theme installation, plugins installation, minor plugin configurations, general blog configurations, placement of your copy and main images for (1) page, up to 2 hours of phone time, and a Wordpress walk-thru upon completion of your project.

The average small business website consists of 5-7 pages, therefore "design time" allows for this time average. Websites that contain numerous pages will take more time to construct. Additional pages will require additional payment at my usual hourly rate of \$32/hr.

"Design Time" does *not* include: SEO (search engine optimization) or search engine submission(s) or guaranteed search engine rankings, you agree to hire an SEO expert separately at your own option.

Ongoing Support:

POST LAUNCH & INITIAL WEBSITE SUPPORT (Now that your new website is online) Maintenance (minor changes or updates) on your new web site is included for the first 5 business days after launch date acceptance. It is during that time in which we can still address any minor changes/updates to your website, as well as website related questions & tutorials. I DO NOT provide UNPAID support after this initial 5 days post site completion. It is up to you (the client) to do your due-diligence in examining and testing your new website prior to approval and completion acceptance of your new website. Any and all website related changes and updates, questions and support issues outside this 5th day post launch window will be billed at my normal hourly rate of \$32/hour.

I DO OFFER ONGOING MAINTENANCE & WEBSITE SUPPORT

Customized support can include but are not limited to the following: Phone & Email Support, Basic Website Changes & Updates, Tutorial and Training Sessions, Monthly Website & Database Backup, Email Configuration & Management, Website Management, Blog Management & Moderation, Social Networking Management & Moderation, eNewsletter & Mailing List Management, eCommerce & Product Management. All work will be billed at my normal hourly rate of \$32/hour. (My hourly rate is subject to change without written notice).

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I have read this entire agreement, and I do agree to the terms outlined herein... I'm ready to get started!

New Domain Name

Existing Website Address
(if applicable)

New Design Description

Print Full
Name

Mailing
Address

Primary Email
Address

Paypal Email
Address

Phone Number

2nd Phone Number

Emergency
Contact

Phone

Client

Signature

Date

I agree to submit, within a timely fashion, all content, images and information needed to complete my website. Initial _____