

Services Agreement



We will always do our best to fulfill your needs and meet your goals, but sometimes it is best to have a few things written down to ensure that expectations are understood and that the development process moves along smoothly.

What you agree to do: As our client you have the power and ability to enter into this contract on behalf of your company or organization.

- You agree to provide us with everything that we need to complete the project including web-ready text and images to be added.
- You agree to review our work, and provide feedback and sign-off approval by email in a timely manner.
- You agree to honor any dates that we set together, and also agree to stick to the payment schedule of the contract.

We will maintain the confidentiality of any information that you give us.

Authorization. The Client is engaging E. Curtis Designs as an independent contractor for the purpose of developing and/or improving a website to be installed on the Client's web hosting space. The Client hereby authorizes E. Curtis Designs to access this account, and authorizes the web hosting service to provide E. Curtis Designs with FTP access and write permission for the Client's web page directory, and any other directories or programs which need to be accessed for this project.

Web Development Estimate. The price of a website design project is based upon an expectation of the design time required to complete the project per our hourly rate. This estimation does not include copy-writing and editing, or purchased resources unless otherwise noted. The price estimate may change to troubleshoot scripting conflicts, or for additional content requests after an estimate has been provided. If an estimate is increased the Client will receive notification and a request of approval before development continues.

Web Resources. E. Curtis Designs and the Client must work together to complete the website in a timely manner. The Client agrees to work expeditiously to complete the website, and supply E. Curtis Designs complete text, graphics, and other content to be featured on the web pages within thirty (30) days of the date this contract was signed or acceptance of its terms by e-mail has been provided; failure to provide the website content in this period may result in the design project cancellation and the forfeiture of the deposit and any payments made.

Copyrights and Trademarks. The Client represents to E. Curtis Designs and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to E. Curtis Designs 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 E. Curtis Designs and its subcontractors from any claim or suit arising from the use of such elements furnished by the Client.

Legal Stuff. E. Curtis Designs does not warrant that the functions contained in these web-pages or the Internet website and/or the operation of the web-pages will be uninterrupted or error-free. The entire risk as to the quality and performance of the web-pages and website is with Client upon site acceptance and payment. In no

event will E. Curtis Designs 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. 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.

Copyright to Web Pages. Copyright to the finished assembled work of web-pages produced by E. Curtis Designs is owned by the Client upon full payment, with the express understanding that this ownership is the assignment of rights to use as a website the design, graphics, and text contained in the finished assembled website. Rights to photos, graphics, source code, work-up files, and computer programs are specifically not transferred to the Client, and remain the property of their respective owners. E. Curtis Designs and its subcontractors retain the right to display graphics and other Web design elements as examples of their work in their respective portfolios.

Payment of Fees. In order for E. Curtis Designs to remain in business, payments must be made promptly. For all new websites and full redevelopments we request quarterly payments (20%, 30%, 30%, 20%) of the estimate amount, for which you will be invoiced by email.

- 20% is invoiced for upon acceptance of the layout design
- 30% is invoiced for once the home page and all common page elements are in place (header, sidebars, footer, navigation, etc)
- 30% is invoiced for once the preliminary content is added for all primary pages
- 20% is invoiced for once the site is completed and signed off as complete by the client

Our payment terms are 15 days from the invoice date for first three quarterly payments, and 30 days for the final development invoice. Where payments are past due the website will be taken offline until the balance is paid in full.

In the case where a website has been uploaded to a Client's server, or changes made to an existing website that have been uploaded, the usage rights for the developed website or changes are expressly not transferred to the Client until full payment has been received.

All payments will be made in US funds. In case collection proves necessary, the Client agrees to pay all fees incurred by that process.

Additional Information. In case the Client has not secured space on a web hosting service by the time the web-pages are completed, the web-pages may be delivered to the Client by e-mail as a zipped archive file. Advertising the pages to Web search engines occur only after the final payment is made.

This agreement becomes effective only when signed by both the Client and E. Curtis Designs, or the contract terms have been approved by both parties by e-mail. Regardless of the place of signing of this agreement, the Client agrees that for purposes of venue, this contract was entered into in Sacramento County, California, and any dispute will be litigated or arbitrated in Sacramento County, California.

Sole Agreement. The agreement contained in this Client Contract constitutes the sole agreement between E. Curtis Designs and the Client regarding this website. Any additional work not specified in the development estimate for this contract must be authorized by a written change order. All prices specified in this contract will be honored for thirty (30) days after both parties sign this contract.

Development Estimate and Refund Policy.

The estimate amount of this services agreement is \$_____

If the Client halts work the website will be provided “as is” upon payment for the work that has already been completed.

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

_____	_____
Client Name	Date

_____	_____
Edmund Price (E. Curtis Designs)	Date