



**DH Art & Design, LLC**  
**Web Site Design Project Agreement**

Client: \_\_\_\_\_

**1. Authorization.**

The above-named Client (hereinafter referred to as "\_\_\_\_\_") is engaging DH Art & Design, LLC as an independent contractor for the specific purpose of designing a World Wide Web site, herein after referred to as "Web Design Project", to be published on the Client's account on an Internet Service Provider (ISP)/Web Presence Provider (WPP) computer, herein after refer to as "Hosting Service", or provided on diskette at the Client's option. The Client hereby authorizes DH Art & Design, LLC to access this account, and authorizes the Hosting Service to provide DH Art & Design, LLC and its designer, Darryl Hillard, with "full access" to the Client's account, and any other programs needed for this Web Design Project that are included as part of the Client's service agreement/level. The Client also authorizes DH Art & Design, LLC to submit the completed Web Design Project to major Web Search Engines.

**2. Development.**

This Web Design Project will be developed using some licensed Adobe Software owned by Contractor.

a. Compatibility - Designing a web site to fully work in multiple browsers (and browser versions) can require considerable, extra effort. It could also involve creating multiple versions of code/pages. DH Art & Design, LLC represents and warrants that the web site we design for you will work in:

- i. Microsoft® Internet Explorer versions 5 and up
- ii. Netscape Navigator/Communicator version 4 and up
- iii. Mozilla Firefox version 1.0 and up
- iv. Google Chrome version 21.0.1180.90 and up

While DH Art & Design, LLC will make reasonable efforts to design a fully-functional web site, DH Art & Design, LLC's warranty does not cover AOL, text-based browsers or requested special effects that we have advised you against.

b. For People with Disabilities – DH Art & Design, LLC's 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.

**3. Assignment of Web Design Project.**

DH Art & Design, LLC reserves the right, and you hereby agree, to assign subcontractors to this Web Design Project to insure that the terms of this agreement are met as well as on-time completion.

**4. Copyrights and Trademarks.**

The Client unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Darryl Hillard and/or DH Art & Design, LLC for inclusion in the Web Design Project 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, indemnify and defend Darryl Hillard and DH Art & Design, LLC and its subcontractors from any liability (including attorney's fees and court costs), including any claim or suit, threatened or actual, arising from the use of such elements furnished by the Client.

**5. Completion Date.**

DH Art & Design, LLC and the Client must work together to complete the Web Design Project in a timely manner. **We agree to work expeditiously to complete the Web Design Project no later**

**than 90 days after Client has submitted all necessary materials** (unless otherwise agreed upon earlier time). If the Client does not supply DH Art & Design, LLC with complete text and graphics content for this Web Design Project within 45 days of the effective date of this agreement, the entire deposit amount of the agreement shall be retained by DH Art & Design, LLC as liquidated damages and the contract shall become null and void, at DH Art & Design LLC's option, unless the Web Design Project is canceled in writing by the Client prior to 45 days of the effective date of the agreement.

**6. Project Delivery.**

The final web site design project will be published to the Client's hosting service upon receipt of final payment or delivered via diskette upon the receipt of full payment. The Client understands that DH Art & Design, LLC does not provide any hosting services in connection with this Web Design Project. Hosting services require a separate contract with the hosting service of the Client's choice. The Client agrees to select a hosting service, which allows DH Art & Design, LLC full access to the Client's account via FTP (File Transfer Protocol). The Client will be solely responsible for any and all hosting service charges.

**7. Electronic Commerce Laws.**

The Client agrees that the Client is solely responsible for complying with any laws, taxes, and tariffs applicable in any way to the Web Design Project or any other services contemplated herein, and will hold harmless, protect, and defend Darryl Hillard and DH Art & Design, LLC and its subcontractors from any claim, suit, penalty, tax, fine, penalty, or tariff arising from the Client's exercise of Internet electronic commerce and/or any failure to comply with any such laws, taxes, and tariffs.

**8. Web Design Project Copyright and Credit.**

Copyright to the finished web design site, produced by DH Art & Design, LLC, will be owned by the Client. The Client will be assigned full rights to use the Web Design Project as a web site, once final payment under this agreement and any additional charges incurred have been paid. Rights to photos, graphics, source code, work-up files, and computer programs specifically are not transferred to the Client, and remain the property of their respective owners. DH Art & Design, LLC and its subcontractors retain the right to display graphics and other Web Design elements as examples of their work in their respective portfolios. DH Art & Design, LLC reserves the right to place an outbound credit link (i.e.: This website was created by DH Art & Design, LLC) to his/her/its own website. This credit link may appear in the footer or HTML/CSS documents of this project.

**9. Payments.**

Payments must be made promptly based on the terms of this Web Site Design Project. DH Art & Design, LLC reserves the right to remove any Web Design Project from viewing on the Internet until final payment is made. In case collection proves necessary, the Client agrees to pay all fees (including all attorney's fees and court costs) incurred by that process. This agreement becomes effective only when signed by DH Art & Design, LLC. Regardless of the place of signing of this agreement, the Client agrees that for purposes of venue, this agreement was entered into Oklahoma County, Oklahoma, and any dispute will be litigated or arbitrated in Oklahoma County, Oklahoma and the Client hereby consents to the personal jurisdiction of the Oklahoma State Courts. Furthermore, the Client waives any right to or claim of sovereign immunity. All payments will be made in U.S. Dollars.

**10. Payment Schedule.**

Payment for services provided hereby shall be made in accordance with the conditions contained in this contract and the Package Price, attached hereto and made a part of this agreement hereof. Notwithstanding any prices listed in literature or on Web pages, the Client

and DH Art & Design, LLC agree that the services described in this contract, and the Package Price, shall be completed for \$35.00/hr.—rounded up to the nearest hour. The Client agrees to pay to DH Art & Design, LLC an initial, non-refundable deposit of \$100.00 upon execution of this agreement. Thereafter, DH Art & Design, LLC will notify the Client once the nonrefundable deposit has been used. Per \$100.00 increments the client will be notified in writing ( text or email) when the balance has reached \$100.00.

Final payments will be due within 24 hours of the invoice sent .After 24 hours, any unpaid balances will incur a daily \$10.00 charge for each day a balance is unpaid. Once a charge has been added to an invoice , it will not be removed. There will be no release of any artwork until the balance is PAID IN FULL.

**11. Rush Fee.**

The Client agrees to pay a rush fee of \$100.00 if website is needed in 60 days or less.

Applied     Not Applied

**12. Legal Notice.**

Notwithstanding anything to the contrary contained in this contract, neither DH Art & Design, LLC nor any of its employees or agents, warrants that the functions contained in the Web Design Project will be uninterrupted or error-free. The entire risk as to the quality and performance of the Web Design Project is with the Client. In no event will Darryl Hillard and/or DH Art & Design, LLC be liable to the Client or any third party for any damages, including, but not limited to, service interruptions caused by Acts of God, the Hosting Service or any other circumstances beyond our reasonable control, any lost profits, lost savings or other incidental, consequential, punitive, or special damages arising out of the operation of or inability to operate this Web Design Project, failure of any service provider, of any telecommunications carrier, of the Internet backbone, of any Internet servers, your or your site visitor's computer or Internet software, even if DH Art & Design, LLC has been advised of the possibility of such damages.

**13. This Agreement.**

This agreement constitutes the sole agreement between DH Art & Design, LLC and the Client regarding this Web Design Project. Any additional work not specified in this contract or any other amendment or modification to this contract must be authorized by a written request signed by both, Client and DH Art & Design, LLC. All prices specified in this contract will be honored for 6 months after both parties sign this contract. Continued services after that time will require a new agreement.

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.

**AGREED TO:**

Client

(Sign) By: \_\_\_\_\_ Date: \_\_\_\_\_

Designer

(Sign) By: \_\_\_\_\_ Date: \_\_\_\_\_