

Description

Parties

This contract is an agreement between **individual name** of **business name** (henceforth known as the Customer) and Kyle Wiebers (henceforth known as the Contractor). The Contractor will act as an independent contractor for the Customer and will perform the services listed in the Services Rendered section of this document.

Customer Modifications

If the Customer is unhappy with the terms of this contract, modifications can be suggested and incorporated by the Contractor. Any modifications should be in the form of writing to the Contractor.

Customer Satisfaction

It is the Contractor's intention to provide a service that exceeds the Customer's satisfaction. The Customer should notify the Contractor of any issues with any deliverables within five days of completion and notification to the Customer.

Terms of Service

Scope of Services

The Customer agrees that the Contractor will provide the following services:

- **List services**

The Contractor will test the website against Firefox 3, Firefox 2, Safari 4, Safari 3, Internet Explorer 8, and Internet Explorer 7. The Contractor does not guarantee that other internet browsers will function exactly the same as the aforementioned browsers. Services can be offered to provide the same functionality in other browsers.

Authorization

The Customer will provide the Contractor with all of the following before development begins:

1. Access to any established web hosting service
2. Final edited copy for each page on the website
3. Any images the Customer desires to be on the new website.

Search Engine Optimization (SEO)

The Contractor will provide basic SEO techniques when developing and designing the deliverable for the Customer.

In the event that the Contractor is providing in-site optimization, the Contractor does not guarantee that the website will rank in the top results in any search engine. The Contractor does agree to provide the following services as part of the in-site SEO package:

- 1 hour keyword consultation
- Ensure copy enhances keyword ranking
- Pre-launch keyword assessment
- Post-launch keyword assessment

Deliverables

This is an estimated schedule that is dependent on the Customer's timely communication and delivery of requested items from the Contractor.

Deliverables	Estimated Completion Date
Design Comps	
Design	
Development	

Payment Terms

Payment Schedule

The Customer will submit 1/3 of the total payment after the completion of each milestone. Work for the next deliverable will not continue by the Contractor until the payment for the milestone is received in full.

Maintenance

Maintenance and updates may occur as requested by the Customer. Updates to the finished site will be billed at **\$20** per hour of work. Requests should be in the form of writing to the Contractor.

Technical Support for updates by the Customer or any issues the Customer may request will be billed at **\$40** per hour. Requests can be verbal or in the form of writing. An invoice will be sent upon the completion of the services.

Limitation of Liabilities

This contract does not allow the Contractor to break any laws. The Contractor will follow all regulations and promptly notify the Customer of any changes in regulations that will affect any deliverable.

The Contractor is not responsible for any loss of business revenue, profits, data, business interruption, loss of business information, or failure to sell its products due to service interruptions.

Intellectual Property

Rights of Customer

The Customer has the rights to share the designs and images sent from the Contractor with other individuals before the launch of the website. The Customer cannot share or resell any items with any individuals after the launch of the website.

Rights of Contractor

The Contractor will retain ownership rights for all designs documents, images, or files related to this project. The Contractor reserves the right to use these files for promotion online and offline. Upon completion and payment in full, the Contractor will transfer the possession website to the Customer.

Termination

1. The Customer may terminate this contract within 5 business days without any penalty. The deposit shall be returned to the Customer at this time. Notice of termination should be in writing to the Contractor and received within 10 days to receive the refund.
2. The Customer may terminate the contract at any other time without refund of the deposit. Notice of termination should be in writing to the Contractor.
3. The Contractor may terminate the agreement after delays in or inadequate communication without a refund of the deposit. After two stated notices, the Contractor reserves the right to terminate the contract.
4. The Contractor may terminate the agreement at any time with a refundable deposit. This notice shall be sent to the customer in the form of writing.

By signing this contract, you are confirming you have the power and ability to enter into this contract on behalf of your business. Upon the signature, this document becomes a legally binding contract between the Contractor and Customer.

Customer Signature

Kyle Wiebers