Website Design Agreement

P&G Communications
Bernice Guity

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Email: pgcommuns@aol.com
Website: www.pgcommuns2.com

Thank you for choosing P&G Communications for your Website needs.

The following Agreement outlines what is expected from the Client and what is expected from P&G Communications/Bernice Guity.

The Client

- **Payment:** The Client agrees to pay P&G Communications $99 total for a website with three (3) web pages;
    - The Client can pay using PayPal (debit or credit card only);
    - We do accept Money Orders. Please make the money order payable to Bernice Guity.
    - **E-Checks on PayPal are not accepted by P&G Communications;**
    - **Personal Checks are not accepted by P&G Communications (unless a prior agreement has been made);**
    - **No payment arrangements are available for the $99 website charge (unless a prior agreement has been made).**
- **Photos, Images and Logos:** The Client agrees to provide P&G Communications with all photos, images and logos for the web pages; No work can begin on the website until all photos, images and logos have been submitted.
    - All photos and logos must be submitted via JPEG format. The designer who provided you with the logo should convert the logo into JPEG for you.
    - Please do not submit photos and logos in BMP, PNG, GIF or ICO. There is a charge of $20 **per item** to convert a photo or logo into JPEG;

- **Proofs & Revisions**: All corrections, edits and/or additions to the Web site must be made in writing via email to ensure that all edits are satisfied. Verbal changes will not be accepted;
- **Clients will have three (3) Rounds of Edits**. Many companies only provide up to two rounds of edits. There is a charge to make edits, changes, revisions **after** the third Round of Edits.
    - **Round One of Edits**: Bernice will email all content to the Client. The Client is expected to **read, review and approve** this content. All edits/change/revisions to the content must be received via email. No verbal edits/changes/revisions will be accepted. It is recommended that the Client show the content to any, and all, involved parties to ensure edits are made during this first Round of Edits. At this stage, we will ask the Client to identify exactly which page they want each photo featured (Photo #1 on the Home Page; Photos #2 and # 3 on the Contact Page, etc. P&G Communications will select which page the photos should be placed if the Client has no preference).
    - **Round Two of Edits**: The Client will have the opportunity to make any edits to the content and photos when these items are placed on the actual website. We understand that things look different when they are placed on the actual site, so we allow the Client to make edits once the items are placed on the site.
    - **Round Three of Edits**: The Client will have a final opportunity after the website is launched to make final edits to the web pages.
    - **Round Four of Edits: Clients are charged for each edit when they reach Round Four of Edits.** Please contact P&G Communications for the Rate Sheet for Website Additions. Again, this Rate Sheet applies to edits **beyond** Round Three of Edits.
- **Annual Webhosting Fee:** We do not charge monthly hosting fees. We do charge an annual webhosting fee. The Client agrees to pay the web hosting fee at the end of the first year (the Annual Fee is due December 2010 if your site was launched in December 2009; the Annual Fee is due in March 2011 if your site was launched March 2010, etc.). The web hosting fee is $60 per year **after** the first year. The Client will receive an email when the annual webhosting fee is due. If the annual fee is not paid, then the website will be terminated.

P&G Communications/Bernice

- Bernice agrees to design three (3) professional web site pages for the Client;
- Bernice agrees to write the content for each of the three (3) web pages, or edit the existing content provided by the client;
- Bernice agrees to have the website launched five (5) business days <u>after all items have been submitted</u> (The site will be ready for review on Monday if you submit all items on Monday; the site will be ready on Friday if you submit all items on Friday – five (5) business days <u>after all items have been submitted</u>). All items include content, logo, photos and any other items the Client would like on the website.

- **Ownership**: The website itself is owned by the Client and may be moved by the Client at any time from our servers with a 30 day written notice. The Client also reserves the right to make his or her own edits to the page at any time. There is a charge for P&G Communications/Bernice to make revisions, changes and edits after three rounds of edits as specified above in this Agreement.
- **Confidentiality & Non-Disclosure**: It is understood that certain confidential information will be transferred by client and P&G Communication/Bernice. We agree to keep Client's information confidential. We will not disclose information related to Client's confidential business practices.
- **No Verbal Agreements**: No other verbal agreements and/or promises are part of this Agreement. Any agreements must be made in writing and signed by both parties for validity.

Other Web Designers

(This section was provided to show the Client what other website designers charge.)

- **The Marketing Shop:** http://www.the-marketing-shop.com/support/terms/
  - **Monthly Maintenance Terms: Your monthly website maintenance** is conducted at the **rate of $125 per hour**, using our point system. 1 point = 20 minutes = $31.25 per hour + sales tax in Texas. You will be given a Monthly Report showing the points used and work performed on your website at the end of each month **(P&G Communications/Bernice does NOT charge a monthly webhosting fee).**
- **YourSite2:** http://www.yoursite2.com/
  - YourSite2 will add the text you provide into the 4 pages of the template. YourSite2 will **only paste** the information into the pages. YourSite2 **does not edit** the text for content or errors **(P&G Communications/Bernice will write the content for you or edit your existing content. Our writers are Veteran Journalists and we hold advanced degrees).**
- **Logo Works:** http://www.logoworks.com/website-design-pricing.html
  - **One website page is $999** with Logo Works. **A website** with **5 pages is $1,499** with Logo Works**;**
  - **The Client gets Two Edits with Logo Works (P&G Communications/Bernice allows Three Edits);**
  - **The Client provides his or her own website content with Logo Works (P&G Communications/Bernice writes the content for the Client);**
  - **The Cost to add additional pages after the initial pages with Logo Works is $150 per page (P&G Communications/Bernice has a cost of only $40 per page).**

Termination

- Bernice/P&G Communications understands that sometimes an Agreement will need to be terminated for whatever reason. P&G Communications agrees to

refund a portion of the $99 paid by the Client if a Client is not pleased with the design of the Website.

- The amount of the refund will depend on how far along in the website process Bernice/P&G Communications has reached.
- The Client agrees that the website will be terminated and shut down by Bernice/P&G Communications when a refund has been given to the Client.

Agreement Sign-Off

Please notify us before we begin any work if there are any discrepancies with the Website Agreement. If this contract is acceptable to you, then this Agreement will be considered signed once the first payment has been made to P&G Communications/Bernice Guity.

Thank you for your business!

This portion is for clients who meet with us in Person where we can sign the Agreement in Person.

Client

Print Name Here: _____

Sign Name Here: _____

Date of Signature: _____

P&G Communications/Bernice Guity

Print Name Here: _____

Sign Name Here: _____

Date of Signature: _____

Rev. Date: February, 2010