



Web Site Contract

This agreement constitutes a contract between

NoBorders.Design

(“We” or “Us”), a Limited Liability Corporation existing under the laws of the state of Arizona, located at 44512 N. 18th Street, New River, Arizona 85087.

AND:

Company/Organization _____

First Name _____ Last Name _____

Address _____

City _____ State _____ Zip _____

Telephone _____ Email _____

Summary:

We'll always do our best to fulfill your needs and meet your expectations, but it's important to have things written down so that we both know what's what, who should do what and when, and what will happen if something goes wrong. In this contract you won't find any complicated legal terms or long passages of unreadable text. There's no desire to trick you into signing something that you might later regret. What we do want is what's best for both parties, now and in the future.

So in short

You, termed above as the CLIENT, (“You”) are hiring NoBorders.design (“We or Us”) to:

Choose . . .

_____ Design & Develop a Web Site

_____ Host a Web Site

_____ Both of the Above

What Do Both Parties Agree To?

You: You have the authority to enter into this contract on behalf of yourself, your company or your organization. You will provide the assets and information (as specified in a separate document) we need to complete the project. The delivery dates and formats will be specified in this same document as well. To keep everything on track and moving along, you will review our work, provide feedback and approval in a timely manner. Deadlines work two ways, so we will both be bound by dates we set together. You also agree to follow the payment schedule set out at the end of this contract.

We / Us: We have the experience and capacity to do everything we've agreed to do and we will do it in a professional and timely manner. We will endeavor to meet every deadline that is set. We promise to maintain your confidentiality and protect the assets and information you provide to us.

The Specifics

Design

We create responsive websites that adapt to the capabilities of many devices and screen sizes. We create these iteratively so we won't waste time mocking up every part as a static visual. We may use some visuals to indicate a creative direction (color, texture and typography). You'll have plenty of opportunities to review our work and provide feedback. We will share a Dropbox folder and use a development site so you can see what we're doing as we're doing it. And we'll have regular, possibly daily, contact.

If, at any stage, you change your mind about what you want delivered and/or you are not happy with the direction our work is taking, let us know. If at any time, you decide that you don't want us to continue, you'll pay us—in full—for any time we've spent on your behalf, up and until we receive notification. This contract will be terminated at that time.

Web Site Content

We will be responsible for inputting text, images and functional elements such as forms, social media feeds, maps, links, etc. on your website during the site build.

We do expect you to provide us with the text you want on your web site. If you need professional copywriting and editing services, we can provide that for you.

Once the site is built, unless you wish us to do so, we're not responsible for inputting text or images on your web site. More on this later in the section titled Changes & Revisions.

Graphics and Photographs

You should supply graphic files in an editable, vector digital format and you should supply photographs in a high resolution digital format. We will let you know what we need. If you choose to buy stock photographs, we can

suggest stock libraries. If you'd like us to search for photographs for you, we can provide them but there will be an additional cost for that.

Technical Requirements

You will need to supply us with certain technical information to make your site functional, depending on your needs. This may include such information as your site URL & DNS settings, API codes for ecommerce Payment Gateways (PayPal, Stripe, Authorize.Net, etc.), and API codes for elements such as Google Maps, Social Media (Facebook, Instagram, Pinterest, Yelp, etc.) and other technical link information.

How The Web Site Is Built

We deliver web page developed from HTML markup, CSS styling and appropriate scripts for additional features. In plain language, **we build web sites using** the WordPress Content Management System.

Browser Testing: Desktop & Mobile

We test our work in current versions of major desktop browsers including those made by Apple (Safari), Google (Chrome), Microsoft (Edge) and Mozilla Firefox. We test all our designs using mobile browser emulators. We cannot test for older browsers or older mobile devices.

Technical Support

We're not a website hosting company but can provide Standard & Managed WordPress hosting. We can set up your site on a server, then offer support for your website hosting, including setting up unlimited email accounts and other services relating to hosting. Updates and management of that server will be up to us. We charge an annual fee for hosting. We included that as a line item in our cost estimate.

If you do not wish to use our hosting service, that's fine. It means you will need to secure the use of a website hosting company and if so, we can't offer support for website hosting, email or other services relating to your hosting. Updates and management will be up to you. You may already have professional hosting and you might even manage that hosting in-house; if you do, great. If you do use another hosting service, you will need to give us information about, and access to, your service so we can properly launch your web site online.

Search Engine Optimization (SEO)

We don't guarantee improvements to your website's search engine ranking, but the web pages that we develop are very accessible to search engines.

Corrections and Revisions

We don't want to limit your ability to change your mind. The price at the beginning of this contract is based on the elements we detailed in our cost estimate, and need to produce, to accomplish everything you've told us you want. Corrections are needed if we made an error in doing what you told us to do. There is no charge for corrections. Revisions are changes you want after you told us to do something, and we did it, but now you want

something different. Since revisions are not part of the cost estimate, we will charge for all revisions you ask us to make.

Additional Web Elements

If, during the course of the site build, additional elements are included that have a cost, this cost will be discussed & agreed upon then added to the total cost of the site build. This may include Plug In's and additional site elements not part of our standard site templates.

Additional Services

We can't predict what services you may need in the future concerning your web site. If you want or need anything not covered in this contract, that won't be a problem, and we'll provide a separate estimate for additional services.

We're happy to be flexible, and if you want to change your mind or want to add anything new after your site is published, that won't be a problem. We consider this billable hours, and we charge an hourly rate for all our work. This is broken down, then invoiced, in 15-minute time blocks.

Legal

We'll carry out our work in accordance with good industry practices and at the standard expected from a suitably qualified company with relevant experience.

That said, we can't guarantee that our work will be error-free and so we can't be liable to you or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if you've advised us of them.

Your liability to us will also be limited to the amount of fees payable defined in this contract and you won't be liable to us or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if we've advised you of them.

Finally, if any provision of this contract shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this contract and shall not affect the validity and enforceability of any remaining provisions.

Intellectual Property Rights

Just to be clear, "Intellectual property rights" means all patents, rights to inventions, copyright (including rights in software) and related rights, trademarks, service marks, get up and trade names, internet domain names, rights to goodwill or to sue for passing off, rights in designs, database rights, rights in confidential information (including know-how) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or

equivalent rights or forms of protection which subsist or shall subsist now or in the future in any part of the world.

What that means . . .

First, you guarantee that all elements of text, images or other artwork you provide are either owned by your good selves, or that you've permission to use them. When you provide text, images or other artwork to us, you agree to protect us from any claim by a third party that we're using their intellectual property.

We guarantee that all elements of the work we deliver to you are either owned by us or we've obtained permission to provide them to you. When we provide text, images or other artwork to you, we agree to protect you from any claim by a third party that you're using their intellectual property. Provided you've paid for the work and that this contract hasn't been terminated, we'll assign all intellectual property rights to you as follows:

You'll own the website we design for you plus the visual elements that we create for it. We'll give you source files and finished files and you should keep them somewhere safe. We will make copies, but we're not required to keep copies indefinitely. You own all intellectual property rights of text, images, site specification and data you provided, unless someone else owns them.

We'll own any intellectual property rights we've developed prior to, or developed separately from this project and not paid for by you. We'll own the unique combination of these elements that constitutes a complete design and we'll license its use to you, exclusively and in perpetuity for this project only, unless we agree otherwise.

Displaying our work

We love to show off our work, so we reserve the right to display all aspects of our creative work, including sketches, work-in-progress designs and the completed project on our portfolio and in articles on websites, in magazine articles and in books.

Payment

Our cost estimate is provided in a separate document. Please refer to that document which details all estimated costs. We ask that you fully understand the estimate document before you complete this contract.

We're sure you understand how important it is as a small business that you pay invoices that we send you promptly. As we're also sure you'll want to stay friends, you agree to stick tight to our payment schedule.

Payment Schedule & Details

We will require \$ _____ as down payment at the beginning of the project to initiate work when this contract is signed.

We issue monthly invoices electronically and use electronic processing for invoicing as well as for collecting your payment. Our payment term is that payment is due 30 days from the date an invoice is submitted to you. We

send all invoices at the end of the calendar month. We reserve the right to charge interest on all overdue debts at the rate of 15% per month.

The Horrible Small Print

Just like a parking ticket, neither of us can transfer this contract to anyone else without the other's permission.

We both agree that we'll adhere to all relevant laws and regulations in relation to our activities under this contract and not cause the other to breach any relevant laws or regulations.

This contract stays in place and need not be renewed. If, for some reason, any one part of this contract becomes invalid or unenforceable, the remaining parts remain in place.

Although the language is simple, the intentions are serious and this contract is a legal document under exclusive jurisdiction of United States courts.

The Dotted Line

Everyone should sign and keep a copy for their records.

Signed by and on behalf of company ("Us")

Foster D. Coburn III, Tracey Saban and Carmella Troisi-Hoerr

Principals, NoBorders Design - Foster D. Coburn III, Tracey Stewart and Carmella Troisi-Hoerr

NOTE: The electronic signature above has legal significance.

Signed by and on behalf of client ("You")

Please Complete

_____ Client has read the above and agrees to the terms of this document.

_____ Client has read the cost document, supplied separately & approves the stated cost.

_____ Client agrees that the electronic signatures have legal significance.

Signature

Date
