

Website Development Agreement

Between (“We” or “Us”) **Etegy Marketing LLC, P.O Box 415, Marshfield, WI 54449 dba The Groomer’s Profit Kit**

And “You”, (pet grooming business owner)

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. We've no desire to trick you into agreeing to something that you might later regret. What we do want is what's best for both parties, now and in the future. **By purchasing our Pet Groomer Website Design Package on our website, you acknowledge that you have read this contract and are agreeing to the terms of this contract.**

So in short;

You, are hiring us to:

- **Design and develop a web site.** For the estimated total price of \$399 (a one time setup fee).Any additional costs due to later additions to the project that were not initially discussed must first be approved by you, via email confirmation. For the duration of this project, we will provide weekly status reports.
- **Transfer or setup of a new domain name registration under your name.** Of which is billed separately, to you by that domain name registrar. *(Typically billed yearly, for around \$15, depending on the registrar and length of term you choose)*
- **Setup of monthly website hosting on our platform** that runs \$25 per month and will be a recurring, monthly charge for as long as the website is published live online. Although this fee rate should be good for quite awhile, if our hosting fees ever increase slightly, this fee may then also be slightly increased.

Of course, it's a little more complicated, but we'll get to that.

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'll give us the assets and information we tell you we need to complete the project. You'll do this when we ask and provide it in the formats we ask for. You'll review our work, provide feedback and approval in a timely manner too. Deadlines work two ways, so you'll

also be bound by dates we set together. You also agree to stick to the payment schedule set out at the end of this contract.

Us: We have the experience and ability to do everything we've agreed with you and we'll do it all in a professional and timely manner. We'll endeavor to meet every deadline that's set and on top of that, we'll maintain the confidentiality of everything you give us.

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Design

We create look-and-feel designs and flexible layouts that adapt to the capabilities of many devices and screen sizes. We create designs iteratively and use predominantly HTML and CSS so we won't waste time mocking up every template as a static visual. We may use visuals to indicate a creative direction (color, texture, and typography.) We call that 'atmosphere.'

You'll have plenty of opportunities to review our work and provide feedback. We'll share a preview development site with you and we'll have regular, weekly contact during the development phase.

If, at any stage, you change your mind about what you want to be delivered and are not happy with the direction that our work is taking, you'll pay us in full for the time we've spent working with you until that point and terminate this contract. Fees are calculated at our current hourly rate.

Text content

Unless agreed separately, we're not responsible for inputting original text content or providing custom images into your content management system or creating any content for every page on your website. You will need to provide us with what content you would like us to include on your site. Most of our customers choose to provide us with their current brochures, and other marketing materials to replicate the text onto their website. Other helpful materials can be pulled from any current website of yours, social media profiles, old press releases, or written text that you provide. We provide professional copywriting and editing services, so if you'd like us to create new content or input content for you, we can provide a separate estimate for that.

Graphics and photographs

You should supply photographs and your company branding images in a high-resolution digital format. 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 a separate estimate for that.

Browser testing

Browser testing no longer means attempting to make a website look the same in browsers of different capabilities or on devices with different size screens. It does mean ensuring that a person's experience of a design should be appropriate to the capabilities of a browser or device.

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 won't test in other older browsers unless we agreed separately.

Mobile browser testing

Mobile browser testing using popular smaller screen devices is essential in ensuring that a person's experience of a design is appropriate to the capabilities of the device they're using. We test our designs in:

The current iOS: Safari, Google Chrome Android: Google Chrome on Android Emulator

We won't test in Blackberry, Opera Mini/Mobile, specific Android devices, Windows or other mobile browsers unless we agreed separately.

Technical support

In order to reap the benefits of our inexpensive platform, websites that are designed by us must also be hosted by our preferred hosting providers. Each of our preferred provider's hosting plans have competitively priced plans. Keeping a website published online requires that monthly hosting cost. That cost is a recurring, monthly fee that is not included in the website design cost.

We're not a website hosting company, nor a domain registrar, so we don't offer support for website hosting, email or other services relating to hosting. We do set up an account for you at one of our preferred hosting providers. And we utilize their customer support services for any hosting issues. We can set up your new site domain name or utilize one that you currently own. Each domain registrar works differently, so we will be bound by their service offerings. Meaning, that if they are slow at response times or transferring of services, we will be limited by their terms, and their turnaround times could delay all of us. Also, DOMAIN REGISTRARS REQUIRE THAT YOUR DOMAIN NAME NEEDS TO BE REGISTERED TO THE OWNER OF THE WEBSITE, AND PURCHASED WITH THAT OWNER'S CREDIT CARD. SO YOU WILL NEED TO KEEP YOUR DOMAIN NAME RECORDS AND ANNUAL PAYMENTS TO THE REGISTRAR MAINTAINED. We can help you with the setup of it, but you will need to be listed as the registered owner and the registrars will email you directly each year when payment is due (typically under \$15 per year). **Your domain name is the address that people use to get to your website. So if it expires, your site will not show up.**

Some basic website analytics come built into the sites that we design, but if you would like deeper analytics capabilities, plus any statistics software such as Google Analytics then we can provide a separate estimate for that. Some of our website design packages include this. Our pet

grooming website packages do include this. The updates to, and management of that Google analytics account will be up to you, but we can provide a separate estimate for monthly management of that account as well.

If you should ever decide that you no longer wish to work with us, yet you wish to keep your website hosted online, you might be able to transfer your site to your own account, under your own name, with the current hosting provider. While transferring a site from one account to another is not built into the platform, the hosting support teams can sometimes transfer sites by special request. Before a site can be transferred there are several required steps. Expect there to be some downtime while a site is being transferred. The process of moving a site from one account to another is not built into the platforms so it is not guaranteed for any user.

Lastly, we can't guarantee that hosting or domain providers will be error-free, with 100% uptime, since servers occasionally do have technical issues, 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. This also includes any damages resulting from hackers, ransomware, DDOS attacks or other third-party maliciousness or illegal activity.

Search engine optimization (SEO)

We don't guarantee improvements to your website's search engine ranking, but the web pages that we develop are accessible to search engines. We do attempt to utilize the most common SEO strategies as we build your site. But search engine ranking is determined by top-secret algorithms that frequently change so ranking results can never be guaranteed.

Changes 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 number of hours that we estimate we'll need to accomplish everything you've told us you want to achieve, but we're happy to be flexible. If you want to change your mind or add anything new, that won't be a problem as we'll provide a separate estimate for those additional hours.

Legal stuff

We'll carry out our work in accordance with good industry practice and at the standard expected from a suitably qualified person 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 under 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.

First, you guarantee that all elements of text, images or other artwork you provide are either owned by your good selves, or that you have 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 or licenses to provide them to you. Provided you've paid for the work and that this contract hasn't been terminated, we'll assign intellectual property rights to you as follows:

You'll own the use of the website we design for you as a whole, but not the individual visual elements. Meaning, that the images or graphics are quite often provided under licensing terms that state that they are to be included in a "whole work" and cannot be individually sold on their own, as stand-alone images. Unless you have purchased separate licenses for images that you provided to us, then this does not apply to you.

We'll own any intellectual property rights we've developed prior to, and/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, in articles, on websites, social media, emails, in magazine articles and in books.

Payment schedule

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

Payment details

For website packages that are purchased from one of our online shopping sites, full payment of the setup fee is required prior to the beginning of the project. Once you have approved of the final project, then you will need to subscribe to our monthly hosting and provide us with your domain name information so that we can publish your completed site online. If, at any stage, you change your mind about what you want to be delivered and are not happy with the direction that our work is taking, you'll pay us in full for the time we've spent working with you until that point and terminate this contract. Fees are calculated at our current hourly rate. We issue invoices electronically and all payments are handled securely, online.

Hosting fees will be due monthly and are billed automatically as a recurring payment on your credit card. Declined payments or expired cards will be tried again twice. You will be notified in the case of a declined payment and our system will automatically try it a second time on the next day. If you need to change cards or your current card on file is expired, please contact us with your new payment information. If we are unable to run a successful payment after 15 days, your site will be temporarily taken offline until the payment type has been updated. It will be put back online as soon as payment has been successful. Websites that have been offline (due to non-payment of hosting) for over 120 days will be permanently deleted. Deleted sites cannot be retrieved at a later date.

Any future website changes or additions are billed at our current hourly rate and will be invoiced to you electronically. Our payment terms are 30 days from the date of invoice by online payment.

You agree to pay all charges associated with any chargebacks, disputes or non-sufficient funds issues. We reserve the right to charge interest on all overdue debts at the rate of 5% per month or part of a month. We do not offer refunds on any work or services.

But where's all 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 one part of this contract becomes invalid or unenforceable, the remaining parts of it remain in place.

Although the language is simple, the intentions are serious and this contract is a legal document.

Etegy Marketing LLC dba The Groomers Profit Kit