

230 Pheasant Dr.  
Greybull, WY 82426  
t. 307-765-9319  
[bilbrey@bilbrey.net](mailto:bilbrey@bilbrey.net)



## Web Site Design Contract

This is a legal and binding Contract between:

**Bilbrey Business Services, a division of Bilbrey Enterprises,**

AND

Client \_\_\_\_\_

Contact Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_ Country \_\_\_\_\_

Phone \_\_\_\_\_ FAX \_\_\_\_\_

E-mail address \_\_\_\_\_

Present URL (if any): <http://www.> \_\_\_\_\_

Hosting Username \_\_\_\_\_ Password \_\_\_\_\_

**IN CONSIDERATION** of the mutual covenants and agreements contained in this document, the parties do agree that the terms of their Contract together are as follows:

### 1. Authorization

The above-named Client is engaging Bilbrey Business Services, a division of Bilbrey Enterprises, known as Developer, located at 230 Pheasant Dr., Greybull, WY 82426, as an independent contractor for the specific purpose of developing and/or improving a web site. The Client hereby authorizes Developer to access the above FTP account, and authorizes the web-hosting service to provide the Developer with "write permission" for the Client's web page directory, cgi-bin directory, and any other directories or programs which need to be accessed for this project. The Client also authorizes the Developer to publicize their completed web site to Web search engines, as well as other Web directories and indexes.

## **2. Web Site Services**

### **Domain Registration**

The Developer will secure a domain name for the Client at the Client's request. All costs incurred in doing so will be billed to the Client as these are Internic fees, and are not a source of income for the Developer.

If the Client already has a domain name, the Developer will coordinate redirecting the address to the new host, if requested. Should the Client desire a specific domain name which is already owned by another party, negotiations for said domain name must be undertaken by the Client.

### **Text**

Copy for web site must be supplied by the Client (via compact disc, file download, or email attachment). If not supplied in a pre-written (electronic) format, there will be an additional charge for typesetting.

### **Links**

This Contract contemplates up to 12 external or relative links per page and an e-mail response link on each web page to any e-mail address specified by Client.

This Contract also contemplates making any link the Client desires "pop up" in a new window if requested at the specific dimensions and configuration specified by the Client.

### **Photos**

Photos and other graphic images must be supplied by the Client.

### **Scanning**

This Contract contemplates scanning up to 10 images for the Client. If Client anticipates needing extensive scanning service, or need large format images scanned, please contact Developer for pricing and/or discounts on volume scanning.

### **Installation**

The finished site will be uploaded to Client's hosting account.

### **Site Publicity**

If requested, the site will be subject to a one-time blast submission to four major Web search engines: Bing®, DMOZ, Google and Yahoo! Costs for such will be additional.

### **E-mail response link**

An e-mail response link may be placed on any web page(s) to any e-mail address the Client designates.

### **Cross Browser Compatibility**

This Contract contemplates the creation of a web site viewable by both Mozilla Firefox and Microsoft Internet Explorer. Compatibility is defined herein as all critical elements of each page being viewable in both browsers. The Client is aware that some advanced techniques on the Internet may require a more recent browser version and brand or plug-in. The Client is also aware that as new browser versions of Internet Explorer and Firefox are developed, they may not be compatible. In the absence of a Maintenance Contract, time spent to redesign a site for compatibility due to the introduction of a new browser version will be separately negotiated.

### **Contact Form**

This Contract contemplates one basic form embedded on the Client's web site with the data captured in each form delivered to the Client at the Client's specified e-mail address. If a specific script beyond this capability is requested by the Client and it must be purchased or created by the Developer, the charge for the script, if any, will be billed back to the Client.

### **Site Map**

A site map for internal navigation is included in all sites except in the instance of page limitations.

## **3. Content and Page Development**

The text and graphic content of the web pages will be supplied by the Client and executed as specified by the Client in the Web Planning Document. This Contract contemplates that each web page will require a minimum of one hour and the Client agrees to pay the Developer not less than \$25.00 for each web page. Graphics or photos will be billed at \$2.50 each. Where page development exceeds one hour and/or custom graphic work is requested, it will be billed at the hourly rate of \$25.00. The services, features, and prices of each are detailed on the estimate accompanying this document.

It is understood that estimated prices calculated are likely to vary from the total cost due to differences in features, categories, photos, pages, etc. An estimate is attached to this Contract and governs the prices for this Contract. Notwithstanding any prices listed in literature or on web pages, the Client and the Developer agree that the services described above shall be completed for the amount indicated, and upon this amount the first payment shall be determined. The final payment shall reflect and include all elements actually completed.

We include e-mail/phone consultation of up to two hours total for general Internet orientation, marketing strategy, and Web design consultation. Telephone long distance costs are in addition to the rates quoted. (Additional education and consultation is available at the hourly rate of \$35.00.)

## **4. Online Stores**

The text, photos and graphic content of the store web pages will be supplied by the Client and executed as specified by the Client. It is understood that total prices calculated are likely to vary from the final amount due to different quantities of products, categories, photos, pages, etc. in the final store.

Costs for product web pages, products, or photos added after the site is ready for submission to the Web search engines will be calculated for actual time spent at the hourly rate of \$35.00.

## **5. Available Services**

### **Page Redirection/Plug-in Technology**

JavaScript programming page redirection is based on the presence or absence of a viewer's browser, plug-in, screen resolution and platform. If additional pages are necessary to accommodate specific browsers, plug-in technology, screen resolutions, or platforms, additional charges may apply.

### **Graphic Creation/Banner Advertisements**

This Contract contemplates that the Developer will create, capture, or receive from the Client all the graphic elements necessary to complete the Client's web site. This includes creation/redesign of Corporate Identity (logo), ancillary images, animated graphics, photography, and banner advertisements.

### **Java Applets/JavaScript**

This Contract contemplates the use of Java Applets. However, clients are encouraged to utilize JavaScript as some viewers will be served an error when trying to view pages containing Java Applets.

### **Macromedia Flash**

This Contract contemplates Macromedia Flash on the Client's site.

### **DHTML/XHTML/HTML/CSS/PHP**

This Contract contemplates using DHTML/XHTML/HTML technology, Cascading Style Sheets (CSS), or PHP. The Client understands that DHTML technology may not work in older browsers and some DHTML technology is not cross-browser specific.

### **Real Audio/Video**

This Contract contemplates using Real Audio or Real Video on the Client's site.

### **QuickTime/QuickTime VR**

This Contract contemplates using QuickTime or QuickTime VR technology on the Client's web site.

### **E-commerce**

This Contract contemplates the possibility of an e-commerce-enabled site. If a shopping cart is required, any costs necessary to secure the shopping cart will be charged to the Client.

### **Security Certificate (SSL)**

A SSL (Secure Sockets Layer) certificate is a digital certificate that authenticates the identity of a website and encrypts information sent to the server. If the Client selects an e-commerce enabled site, the Client is encouraged to obtain a security certificate for online transactions. The Client understands that if they do not obtain a secure certificate, design capabilities on the shopping cart may be limited. Any costs necessary to secure the certificate will be charged to the Client.

### **Merchant Account**

The Client will need a Merchant Account (i.e. PayPal) to enable the ability to accept credit cards online. Any costs necessary to secure the Merchant Account will be charged to the Client.

### **Real Time Credit Card Processing**

If the Client has a high volume/high sales web site, real-time credit card processing will be desired. In this instance, the Developer will assist the Client in obtaining this service, if desired. All costs of securing credit card processing services will be charged to the Client.

### **ASP/Cold Fusion**

Sites requiring database design may require Microsoft ASP or Cold Fusion technology.

### **Databases**

Costs for database creation are in addition to this Contract.

### **Training**

The Developer will provide e-mail and telephone assistance to the Client's designated representative(s) regarding management of the Client's web site at rate of \$25.00 per hour unless an alternative rate has been pre-negotiated.

## **6. Additional Expenses**

The Client agrees to reimburse the Developer for any critical Client-requested expenses necessary for the completion of the project. Examples would be:

- Purchase of specific fonts at the Client's request;
- Purchase of specific photography at the Client's request;
- Purchase of specific software at the Client's request.

## **7. Client Amends/Changes**

The Developer prides itself in providing excellent customer service. To that end, we encourage input from the Client during the design, construction, and post-publish process.

The Developer understands that the Client may request significant design changes to pages that have already been built to the Client's specification. Our Contract does not include a provision for significant page modification. If significant page modification is requested after a page has been built to the Client's specification, we must count it as an additional page.

Examples of significant page modification at the request of the Client include:

- Developing a new table or layer structure to accommodate a substantial redesign at the Client's request;
- Recreating or significantly modifying the company logo graphic at the Client's request;
- Replacing more than 75% of the text to any given page at the Client's request;
- Creating a new navigation structure or changing the link graphics at the Client's request;
- Significantly reconfiguring the Client's shopping cart with new product, shipping or discount calculations if an e-commerce enabled site has been selected by the Client.

Clients who anticipate frequently changing the look of their site during the design process and Clients who desire to be intricately involved with the design of each page are encouraged to negotiate a flat rate for their design project. If significant page modification is requested by the Client after the page has been completed, a Change Request with estimated costs will be submitted to the Client for approval prior to changes being made.

Moderate changes will always be covered during our development of the site and are also covered by our one month of free maintenance. The one-month maintenance period commences upon the date the Developer notifies the Client that the web site work has been completed.

#### **8. Third Party or Client Page Modification**

Some Clients will desire to independently edit or update their web pages after completion of the site. The Developer is not responsible for any damage created by the Client or agent of the Client. Any repairs required will be assessed at an hourly rate of \$25.00.

#### **9. Web Hosting**

The Client agrees to select a web-hosting service that allows Bilbrey Business Service full access to the web site and a cgi-bin directory via File Transfer Protocol (FTP). The Client further understands that if the web hosting service's operating system is not a Unix system, standard CGI software may not work. Providing a substitute may incur additional costs.

#### **10. Search Engine Optimization (SEO)**

If requested, the Developer will optimize the Client's web site with appropriate titles, keywords (to be provided by the Client), descriptions, and text, and thereafter submit ONE TIME the Client's web site to Bing®, DMOZ, Google and Yahoo for a discounted fee of \$150.00.

The Developer offers advanced search engine optimization, site promotion, site analytics, and social media services for an additional cost and by separate Contract.

#### **11. Work Schedule and Completion Date**

The Developer shall submit a mockup draft of the Client's web site no later than twenty (20) days after receiving this signed Contract together with the down payment and initial direction from the Client as set forth in the Web Planning Document. The Client agrees to provide the Developer with all of the materials needed to complete the web site, including text, company logo, and photos. Upon completion of this stage, the Client will be asked to confirm acceptance for the basic site design via e-mail or by signing a printed copy of the design and faxing to the Developer. Once this acceptance is received from the Client, the work necessary to complete the project will continue.

Upon completion of the web site, an e-mail and invoice will be sent to the Client advising the Client that the work has been completed. The Developer reserves the right to require that the invoice be paid in full prior to publishing the site to the Client's hosting account.

The Developer will create one copy of the Client's web site on a CD, at the Client's request, upon completion of the site and upon receipt of final balance. Additional copies of the site will be available for \$25.00 each.

#### **12. Maintenance Grace Period**

This Contract includes minor web page maintenance to regular web pages (not store product pages) over a one-month period, including updating links and making minor changes to a sentence or paragraph. It does not include teaching Clients how to use their own web page editor. If the Client or an agent other than Developer attempts to update the Client's pages, time to repair web pages will be assessed at the \$25.00 hourly rate, and is not included as part of the updating time. The one-month maintenance period commences upon the date the Developer notifies the Client that the web site work has been completed.

Changes requested by the Client beyond the two-hour limit will be billed at the hourly rate of \$25.00. This rate shall also apply to additional work for such services as: general Internet orientation education, marketing, consulting, web page design, editing, modifying product pages and databases in an online store, and art, photo, graphic services, and helping Clients learn how to use their own web page editor. CGI programming costs (if any) are not included in this rate.

### **13. Site Maintenance Options**

**The Monthly "Flat Rate" Maintenance option**, payable in the amount of \$25.00 per month, allows up to two hours of changes per month, including new pages and store product changes. The "Flat Rate" Maintenance is payable each month, whether the time is used or not. Requested changes which go beyond the two-hour limit will be charged at the hourly rate of \$25.00 per hour.

**The "As Needed" Maintenance option** offers cost savings on sites with little to no changes as costs are incurred only when the Client requests a change. (\$12.50 minimum billing applies)

### **14. Copyrights and Trademarks**

The Client represents to the Developer and unconditionally guarantees that any elements of text, graphics, photos, music, video, designs, trademarks, or other artwork furnished to the Developer for inclusion in web pages 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, and defend the Developer and its subcontractors from any claim or suit arising from the use of such elements furnished by the Client.

### **15. Assignment of Project**

The Developer reserves the right to assign certain subcontractors to this project to ensure the right fit for the job as well as on-time completion. The Developer warrants all work completed by subcontractors for this project. When subcontracting is required, the Developer will only use industry-recognized professionals.

### **16. Age**

The authorized representative of the Client certifies that he or she is at least 18 years of age and legally capable of entering a Contract in the State of Wyoming on behalf of the Client.

### **17. Warranties and Liability**

The Client agrees that any material submitted for publication will not contain anything leading to an abusive or unethical use of the Web Hosting Service, the Host Server or the Developer. Abusive and unethical materials and uses include, but are not limited to, pornography, obscenity, nudity, violations of privacy, computer viruses, harassment, any illegal activity, spamming, advocacy of an illegal activity, and any infringement of privacy.

The Client hereby agrees to indemnify and hold the Developer harmless from any claim resulting from the Client's publication of material or use of those materials.

It is also understood that the Developer will not publish information over the Internet which may be used by any party to harm another. The Developer will also not develop a pornography or warez web site for the Client. The Developer reserves the right to determine what is and is not pornography.

The Developer does not warrant the functions of the site will meet Client's expectations of site traffic or resulting business or that the operation of the web pages will be uninterrupted and/or error-free. The Developer is not to be held responsible for occasional downtime of email or web site due to line interruptions and/or other instances beyond the Developer's control.

#### **18. Indemnification**

The Client agrees that it shall defend, indemnify, save and hold the Developer harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees associated with the Developer's development of the Client's web site. This includes liabilities asserted against the Developer, its subcontractors, its agents, its clients, servants, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by the Client, its agents, employee or assigns.

The Client also agrees to defend, indemnify and hold harmless the Developer against liabilities arising out of any injury to person or property caused by any products or services sold or otherwise distributed over the Client's web site. This includes infringing on the proprietary rights of a third party, copyright infringement, and delivering any defective product or misinformation which is detrimental to another person, organization, or business.

#### **19. Rights Upon Termination of Contract**

The Developer shall transfer, assign and make available to the Client all property and materials in the Developer's possession or subject to the Developer's control that are the property of the Client, subject to payment in full of amounts due pursuant to this Contract.

The Developer also agrees to provide reasonable cooperation in arranging for the transfer or approval of any third party's interest in all Contracts, agreements and other arrangements with advertising media, suppliers, talent, and others not then utilized, and all rights and claims thereto and therein, following appropriate release from the obligations therein.

In the event the Client terminates this Contract by registered letter within 10 days, 50% of the down payment will be refunded. Completed work shall be billed at the hourly rate and deducted from the remaining 50%, the balance of which shall be returned to the Client. If, at the time of the request for refund, work has been completed beyond the amount covered by the initial payment, the Client shall be liable to pay for all work completed at the current hourly rate. No portion of this initial payment will be refunded unless written application is made within 10 days of signing this Contract.

Refund request must be submitted by registered letter to Bilbrey Business Services, 2735 Beaver Creek Rd, Shell, WY 82441.

#### **20. Default**

In the event of any default of any material obligation by or owed by a party pursuant to this Contract, the other party may provide written notice of such default, and if such default is not cured within ten (10) days of the written notice, the non-defaulting party may terminate this Contract.

#### **21. Notices**

Any notice required by this Contract or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery service or by any other means authorized by the laws of the State of Wyoming, USA to achieve personal service at the respective addresses listed above.

## **22. Laws Affecting Electronic Commerce**

From time to time governments enact laws and levy taxes and tariffs affecting Internet electronic commerce. The Client agrees that he/she is solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend the Developer and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the Client's exercise of Internet electronic commerce.

## **23. Ownership to Web Pages and Graphics**

Copyright to the finished assembled work of web pages and graphics produced by the Developer shall be vested with the Client upon final payment for the project. This ownership is to include design, photos, graphics, source code, work-up files, text, and any program(s) specifically designed or purchased on behalf of the Client for completion of this project.

Rights to photos, graphics, and computer programs are specifically not transferred to the Client, and remain the property of their respective owners. The Developer and its subcontractors retain the right to display all designs as examples of their work in their respective portfolios.

## **24. Litigation and Collection**

Any and all disputes arising from this Contract will be litigated or arbitrated in Big Horn County, Wyoming. This Contract shall be governed and construed in accordance with the laws of the State of Wyoming, USA.

In case collection proves necessary, the Client agrees to pay all fees incurred by that process. Client understands and agrees that in the event of Client's default or non-payment for services and/or any other costs or expenses, Client agrees to pay all reasonable collection fees, collection expenses and legal fees, with or without suit, for the collection of monies owed for these services, costs and expenses. Client understands and agrees that interest will be charged on balances older than 30 days at the rate of 1.5% per month (18% per annum).

The undersigned parties hereby agree to the terms, conditions and stipulations of this Contract on behalf of their organization or business. This Contract constitutes the entire understanding of both parties. Any changes or modification thereto must be in writing and signed by both parties.

## **25. Payment of Fees**

A minimum deposit of fifty percent (50%) of the estimate is required to commence work.

Fees to the Developer are due and payable on the following schedule: 50% upon signing of Contract, 25% after the first stage of site completion and approval, and the balance upon final completion. If the total amount of this Contract is less than \$250, that amount shall be paid upon signing of the Contract and any additional costs incurred during development will be invoiced upon completion of the web site.

Site submission to Web Search Engines occurs after the final payment is made. All payments will be made in US funds.

The Developer reserves the right to remove web pages from viewing on the Internet until final payment is made. If a payment delay is anticipated, please contact the Developer immediately for an alternative arrangement.

This Contract becomes effective only when signed by the Developer. Regardless of the place of signing of this Contract, the Client agrees that for purposes of venue, this Contract was entered into in Big Horn County, Wyoming, and any dispute will be litigated or arbitrated in Big Horn County, Wyoming.

**26. Sole Contract**

The Contract contained in this "Web Site Design Contract" constitutes the sole Contract between the Developer and the Client regarding this web site. Any additional work not specified in this Contract must be authorized by a written change order. All prices specified will be honored for 30 days after both parties sign this Contract. Continued services after that time will require a new Contract.

This Contract constitutes the entire understanding between the Developer and the Client. This Contract terminates and supersedes all prior understanding or Contracts on the subject matter hereof. Any changes or modification thereto must be in writing and signed by both parties.

**27. Time is of the Essence**

Time is of the essence in the terms and conditions of this Contract.

**28. Binding on Heirs and Assigns**

This Contract shall be binding upon the heirs, personal representatives, successors and assigns of the parties.

**29. Duplicate Originals**

This Contract may be executed in duplicate originals.

**30. Initial Payment and Refund Policy**

The total amount of this Contract is \$\_\_\_\_\_.

This Contract begins with an initial down payment of \$\_\_\_\_\_ OR

This Contract begins with payment in full in the amount of \$\_\_\_\_\_.

The undersigned parties agree to the terms of this Contract on behalf of their organization or business and are authorized to execute this Contract on behalf of the same.

On behalf of the Client (authorized signature):

\_\_\_\_\_  
Printed Name: \_\_\_\_\_ Date \_\_\_\_\_

Title: \_\_\_\_\_

On behalf of the Developer (authorized signature):

\_\_\_\_\_  
Printed Name: \_\_\_\_\_ Date \_\_\_\_\_

Title: \_\_\_\_\_