



WEBSITE DESIGN SERVICES CONTRACT

CONTACT'S NAME: _____

PHONE: _____ CELL: _____

COMPANY/CLIENT: _____

ADDRESS: _____

CITY: _____ STATE: _____ POSTAL CODE: _____

E-MAIL: _____

DOMAIN NAME (wanted or current): rwears.us

TYPE OF SITE: Informational, 8 pages

BASIC SITE COST (current wix.com fee w/domain which changes daily): BASIC \$156.00 /yr

DESIGN COST (\$25 per page): \$200.00

TOTAL: \$356.00

Terms of agreement:

1. AUTHORIZATION/ PAYMENT TERMS. In consideration for the Services, the Owner will pay the independent designer in accordance with the initial payment of the above total using (preferable) PayPal (dino_monroy1@yahoo.com) and with the monthly update fees of \$10/hr which shall be paid at the end of the month.

For other means of payment please fill in information below (information will not be released) or by Money Order:

Card #: _____ Exp. Date (MM/YY): _____

Security Code #: _____ Zip Code: _____

For Money Order:

Address here

(Personal checks will not be accepted).



2. STANDARD WEBSITE SERVICES/ DESCRIPTION. The website design services being done is through wix.com to make it easier for the client to take over if necessary. Included in work is as follows:

- a. Creating domain name if one has not been done.
- b. Links to external pages.
- c. Words of text that has been supplied by Client or changes in text done by Designer.
- d. New e-mail address through gmail for website and (if present) social media use.
E-Mail: _____
Password: _____
- e. External web link will be accessible on Designer's page during and after Termination.
- f. If graphics (video, images, etc.) are needed and have not been provided, Designer will either ask for the creation of them or create with permission from Owner.
- g. General content discussion.
- h. OPTIONAL: Creation of social media pages and posting if necessary. Additionally, if wanted, subscription possibility.

3. MONTHLY TIME-SHEET. A time-sheet of work done by Designer will be given to Owner every 25th of the month.

4. OWNERSHIP RIGHTS. The Owner will own all of its proprietary information as included in the Services, as well as all source code, object code, screens, documentation, digital programming, operating instructions, design concepts, content, graphics, domain names, and characters. All Services provided by the Designer, including systems, computer programs, operating instructions, unique design concepts, other documentation developed for or specifically relating to the Owner's information processing, all of the Owner's source document, stored data and other information of any kind, and reports and notes prepared by the Designer, will be "works for hire" under applicable United States copyright laws, and therefore the property of the Owner. Upon request, the Designer shall sign all documents necessary to confirm or perfect the exclusive ownership interests of the owner.

5. DESIGNER'S OWNERSHIP RIGHTS AND GRANT OF LICENSE. Notwithstanding any other provisions of this Agreement, the Services will/may include some programming code that the Designer has previously developed for its own use. The Designer expressly retains full ownership of such code, including all associated rights to use such code. However, the Designer also grants to the Owner and its user a perpetual, non-exclusive license to use.

6. COPYRIGHT NOTICE. The Designer shall include the following copyright notice (or any other notices requested by the Owner) to be displayed on each page of the Website that can be viewed by a user: **2020 © _____ (Name of Client/Company): All Rights Reserved; Website Created by Sketch > www.sketch-art.net.**

7. CONFIDENTIALITY. The Designer will not at any time or in any manner, either directly or indirectly, use for the personal benefit of the Designer, or divulge, disclose, or communicate in any manner any information that is proprietary to the Owner (e.g. trade secrets, know-how and confidential information). The Designer will protect such information and treat it as strictly confidential.

This Agreement is in compliance with the Defend Trade Secrets Acts.

8. INDEPENDENT CONTRACTOR. The Designer is an independent contractor with respect to its relationship to the Owner.

9. PROMOTION. The Designer will not use the names, trademarks, service marks, symbols or any abbreviations of the Owner, without the prior written consent of the Owner.

10. WARRANTY - DESIGNER. The Designer warrants to the Owner that all software programming, web pages, CD-ROMs, USBs, and materials delivered to the Owner in connection with the Services are free from defects in materials and faulty workmanship under normal use, and that the Website will operate properly with widely used web browsers. This warrant does not cover items damaged, modified or misused after delivery to the Owner.

11. WARRANTY - INTELLECTUAL PROPERTY RIGHTS. The Designer represents and warrants that it has the unencumbered right and power to enter into and perform this Agreement and that the Designer is not aware of any claims or basis



for claims of infringement of any patent, trademark, copyright, trade secret, or contractual or other proprietary rights of third parties in or to any programming or materials included by the Designer in the Services or trade names related to the Services.

12. WARRANTY - OWNER. The Owner represents and warrants to the Designer that the Owner owns (or has a legal license to use) all photos, text, artwork, graphics, designs, trademarks, and other materials provided by the Owner for inclusion in the Website, and that the Owner has obtained all waivers, authorizations, and other documentation that may be appropriate to evidence such ownership. The Owner shall indemnify and hold the Designer harmless from all losses and claims, including attorney's fees and legal expenses, that may result by reason of claims by third parties related to such materials.

13. TERMINATION. This Agreement shall terminate upon completion of Services.

14. TERMINATION ON DEFAULT. If a party defaults by failing to substantially perform any provision, terms or conditions of this Agreement (including without limitation the failure or make a monetary payment when due), the other party may terminate this Agreement by providing written notice to the defaulting party. The notice shall describe with sufficient detail the nature of the default. Additionally, any criminal acts (scams, theft, etc) done by Owner will terminate this Agreement and be documented by Designer who will not be held to be part of such acts.

15. SIGNATURES

Designer: Lorena C. Monroy

Designer Initials: LCM Date: 04/01/2020

Owner (Print): _____

Owner Initials: _____ Date: _____

