

Affordable eSolutions Website Package Contract

Used in conjunction with the **Website Planning Worksheet** and **Services and Rates Sheet** which should be printed out and completed by the client.

Contact Name _____

Phone _____

Company/Client _____

Address _____

City _____ **State** ____ **ZIP** ____ **Country** ____

E-mail address _____

Present or new URL, www.yourwebsite.com

Web Hosting Company, FTP Address

Username _____ **Password** _____

Our desire is to delight the client. One way is to make clear our understandings with each other. These are the terms of our agreement together:

1. Authorization. The above-named client is engaging Affordable eSolutions, a sole proprietor, located at 1627 Roberson Road, Hixson, TN 37343, as an independent contractor for the specific project of developing and/or improving a World Wide website to be installed on the client's web space on a web hosting service's computer. The client hereby authorizes Affordable eSolutions to access this account, and authorizes the web hosting service to provide Affordable eSolutions with "write permission" for the client's webpage directory, cgi-bin directory, and any other directories or programs which need to be accessed for this project. The client also authorizes Affordable eSolutions to publicize their completed website to Web search engines, as well as other Web directories and indexes.

2. Website Package Elements. Affordable eSolutions includes the following elements in every Website Package:

- **E-mail/phone consultation** (Up to 2 hours total general Internet orientation education, marketing strategy, Web design consultation, and helping clients learn to use their own webpage editor. Telephone long

distance charges are in addition to package rates quoted. Additional education and consultation is at our hourly rate.)

- **Words of text** supplied by the client.
- **Links** to external and internal pages.
- **Graphics** supplied by the client, chosen from existing library of graphics, or custom designed graphics charged at the standard hourly rate.
- **Photos and other misc. graphic images** supplied by client.
- **Installation** of web pages on the client's web hosting service.
- **Minor updates and changes** to existing web pages for three months. Additional changes billed at hourly rate or will be based on website maintenance plan chosen by client.
- **Site publicity** to at least a dozen major Web search engines, such as Yahoo, AltaVista, InfoSeek, WebCrawler, Lycos, HotBot, etc.
- **E-mail links** on any web page to any e-mail address the client designates.
- **Site Map** for internal navigation. Also, helpful in search engine placement.
- **Search Engine Friendly Code** to allow search engines to find the website based on keywords entered by a search engine user. This consists of meta tags, alt tags, web page names, descriptions, and keywords.
- **PayPal shopping cart** to be provided to clients wishing to sell a product or service on their website.
- **Hosting** provided by Affordable eSolutions.

3. Website Package Plans. The content of the web pages will be supplied by the client and executed as specified by the client in the "**Website Planning Worksheet**" dated _____. This website includes up to _____ web pages and an estimated _____ hours of work. The client agrees to pay Affordable eSolutions \$_____ per hour for each hour spent on the website design. Graphics or photos to be custom designed or altered by Affordable eSolutions shall be billed at \$_____ per hour. The client chooses _____ hosting plan at a rate of \$_____ per month or \$_____ per year. Please see attached "**Services and Rates Sheet**" for additional information about this plan.

4. PayPal Shopping Cart Option. (This section is optional.) The text and graphic content of the web pages will be supplied by the client and executed as specified by the client in the "webpage Planning Worksheet" dated _____. It is understood that total prices calculated below are likely to vary from the final amount due to different quantities of products, categories, photos, regular pages, etc. in the final website.

The client will work with Affordable eSolutions to gain access to the PayPal account to get customized HTML code to place in the website to allow consumers to purchase goods and services from the client. It is the responsibility of the client to setup the initial PayPal account to accept online payments.

We include e-mail/phone consultation of up to 2 hours total general Internet orientation education, marketing strategy, Web design consultation, and helping clients learn to setup their PayPal account. Telephone long distance charges are in addition to package rates quoted. Additional education and consultation is at our hourly rate.

5. Maintenance Plans and Hourly Rate. This agreement includes minor web page maintenance over a three-month period, including updating links and making minor

changes to a sentence or paragraph at no additional charge. It does not including removing nearly all the text from a page and replacing it with new text. If the client or an agent other than Affordable eSolutions attempts updating the client's pages, time to repair web pages will be assessed at the hourly rate, and is not included as part of the updating time. The three-month maintenance period commences upon the date the website has been completed and uploaded to the host server by Affordable eSolutions.

Changes requested by the client beyond those limits will be billed at the hourly rate of \$ _____. This rate shall also govern additional work authorized beyond the maximums specified above for such services as general Internet orientation education, marketing consulting, webpage design, editing, modifying product pages, art, photo, graphics services, and helping clients learn how to use their own webpage editor.

Maintenance plans are available for clients that require continual website updates beyond the initial three-month maintenance period. The client chooses _____ maintenance plan at a rate of \$_____ per month or \$_____ per year. Please see attached "**Services and Rates Sheet**" for additional information about this plan.

6. Special Instructions. The space below describes any changes the client desires from the services and/or plans outlined above: _____

7. Changes to Submitted Text. Please send us your **final text**. Time required to make substantive changes to client-submitted text after the web pages have been constructed will be additional, billed at the hourly rate.

8. Other Web Hosting. (This is in the event that the client would like to use a hosting company other than Affordable eSolutions.) The client understands that any web hosting services require a separate contract with a web hosting service. The client agrees to select a web hosting service which allows Affordable eSolutions full access to the website and associated directories via FTP and telnet.

9. Completion Date. Affordable eSolutions and the client must work together to complete the website in a timely manner. We agree to work expeditiously to complete the website no later than _____.

If the client does not supply Affordable eSolutions complete text and graphics content for all work contracted within six weeks of the date this contract was signed, the entire estimated amount of work time the contract becomes due and payable. If the client has not submitted complete text and graphics content within two months after signing of this contract, an additional continuation fee of 10% of the total contract price will also be assessed each month until the website is advertised.

10. Payment of Fees. Fees to Affordable eSolutions are due and payable on the following schedule: 50% upon signing this contract, 50% when the web pages have been constructed according to the client's specifications. In case the client has not secured Web space on a web hosting service by the time the web pages are

completed, the web pages may be delivered to the client on diskette or attached to an e-mail message. Advertising the pages to Web search engines and updating occur only after the final payment is made. All payments will be made in US funds.

11. Assignment of Project. Affordable eSolutions reserves the right to assign subcontractors to this project to insure the right fit for the job as well as on-time completion.

12. Legal Stuff. Affordable eSolutions does not warrant that the functions contained in these web pages or the Internet website will meet the client's requirements or that the operation of the web pages will be uninterrupted or error-free. The entire risk as to the quality and performance of the web pages and website is with the client. In no event will Affordable eSolutions be liable to the client or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate these web pages or website, even if Affordable eSolutions has been advised of the possibility of such damages. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

13. Copyrights and Trademarks. The client represents to Affordable eSolutions and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Affordable eSolutions 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 Affordable eSolutions and its subcontractors from any claim or suit arising from the use of such elements furnished by the client.

14. Laws Affecting Electronic Commerce. From time to time governments enact laws and levy taxes and tariffs affecting Internet electronic commerce. The client agrees that the client is solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend Affordable eSolutions and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the client's exercise of Internet electronic commerce.

15. Copyright to Web Pages. Copyright to the finished assembled work of web pages produced by Affordable eSolutions is owned by Affordable eSolutions. Upon final payment of this contract, the client is assigned rights to use as a website the design, graphics, and text contained in the finished assembled website. Rights to photos, graphics, source code, work-up files, and computer programs are specifically not transferred to the client, and remain the property of their respective owners. Affordable eSolutions and its subcontractors retain the right to display graphics and other Web design elements as examples of their work in their respective portfolios.

16. Payment of fees. In order for Affordable eSolutions to remain in business, payments must be made promptly. Delinquent bills will be assessed a \$15 charge if payment is not received within 10 days of the due date. If an amount remains delinquent 30 days after its due date, an additional 5% penalty will be added for each month of delinquency. Affordable eSolutions reserves the right to remove web pages from viewing on the Internet until final payment is made. In case collection proves necessary, the client agrees to pay all fees incurred by that process. This

agreement becomes effective only when signed by Affordable eSolutions. Regardless of the place of signing of this agreement, the client agrees that for purposes of venue, this contract was entered into in Hamilton County, Tennessee, and any dispute will be litigated or arbitrated in Hamilton County, Tennessee. Please pay on time.

17. Sole Agreement. The agreement contained in this "Website Package Contract" constitutes the sole agreement between Affordable eSolutions and the client regarding this website package. Any additional work not specified in this contract must be authorized by a written change order. All prices specified in this contract will be honored for six (6) months after both parties sign this contract. Continued services after that time will require a new agreement.

18. Initial Payment and Refund Policy.

The estimated total amount of this contract is \$_____

This agreement begins with an initial payment of \$_____. If the client halts work and applies by registered letter for a refund within 30 days, to the Owner of Affordable eSolutions, 1627 Roberson Road, Hixson TN 37343, phone (423) 432-0387, work completed shall be billed at the hourly rate stated above, and deducted from the initial payment, 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 hourly rate stated above. No portion of this initial payment will be refunded unless written application is made within 30 days of signing this contract.

The undersigned agrees to the terms of this agreement on behalf of his or her organization or business.

On behalf of the client (authorized signature):

_____ Date _____

On behalf of Affordable eSolutions (authorized signature)

_____ Date _____