



WEBSITE DESIGN TERMS & CONDITIONS CONTRACT

Date: _____ 2017

Client Name: _____ Tel: _____

Company Name: _____ Em: _____

The **CLIENT** engaging **EGAMI Creative** hereafter referred to as the designer) as an independent designer for the specific project of developing and/or improving a Website Design.

Project Description and Process

1. EGAMI Creative Group will plan, code, and design a website for individual or corporate use to the specifications required by the client. The client is required to either give exact specifications or have EGAMI Creative Group do their best to meet the general requirements laid out by the client.

2. The process for the presentation of graphics consists of EGAMI Creative Group providing two drafts and asking for feedback from the client. The client then gives feedback or approves of the drafts and images being used before they are put in place. The estimate assumes two-three rounds of this process will suffice for design creation.

3. All content including images, videos etc. on the website will be provided by the client for EGAMI Creative Group to use. This content will be displayed as final drafts on the website and should be pre-read and checked by the client before issuing for use with the website. The content should be labeled depending on the placement that it is needed on the site. For example, the "About U" content should contain information about the individual or corporation and be labeled as such.

4. To maintain our portfolio credentials and integrity we, EGAMI Creative Group, shall be entitled to place an unobtrusive credit with a hypertext link to our website in the footer. EGAMI Creative Group is also entitled to reproduce samples of the client's website in our portfolio and in our marketing material.

Site specs

The website will consist of a CMS, (Content Management System) based design theme. The site will provide general information about the client without the need of consent supervision. The client is required to maintain the website by logging into EGAMI's Easy-To-Edit software unless major design modification is required. EGAMI Creative Group hold no responsibility for the website after the initial build. We, EGAMI Creative Group, however will provide support and general website upkeep as needed. If the client needs more than general upkeep the client is required to pay a fee for whatever is changed at an hourly rate of \$75.00.

The client hereby authorizes the designer to access their domain account, and authorizes the web hosting service to provide the designer with "write permission" for the client's web page directory.

Payment Terms

Our payment terms for our Website Designs are 50% deposit, with the remaining invoice balance due when your site goes live or maximum 6 weeks later. If your website design is not completed with this time frame the balance remaining is still due.

The designer and the client must work together to complete the website in a timely manner. We agree to work expeditiously to complete the website. If the client does not supply the designer complete text and graphics content for all pages contracted for within six weeks of the date the verbal contract to commence web design, the entire amount of the contract becomes due and payable. If the client has not submitted complete text and graphics content within two months after verbal agreement to commence web design, an additional continuation fee of 10% of the total contract price will also be assessed each month until the website is advertised.



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EGAMI Creative Group reserve the right to assign subcontractors to this project to insure the right fit for the job as well as on-time completion.

Refund Policy

If the client halts work and applies for a refund within 15 days, to EGAMI Creative Group, 211-2227 St. Johns Street, Port Moody, BC V3H 2A5 604.619.9336, or email sales@egamicreative.com work completed shall be billed at half of 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 of \$75.00. No portion of this initial payment will be refunded unless written application is made within 15 days of commencing with the design.

This agreement includes minor web page maintenance to the website over a three-month period, including error correction, and general layout fixes. It does not including removing nearly all the text from a page and replacing it with new text, the client can update the site on their own but if you need the designer to do this for you, you will be billed at the hourly rate of \$75.00 per hour. The three-month maintenance period commences upon the date the client verbally agrees to hire EGAMI Creative Group.

Changes requested by the client beyond those limits will be billed at the hourly rate of \$105.00. This rate shall also govern additional work authorized beyond the maximums specified above for such services as general Internet orientation education, marketing consulting, web page design, editing, modifying product pages and databases in an on line store, art, photo, graphics services, and helping clients learn how to use their own web page editor.

Legal Information

EGAMI Creative Group 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 client.

In no event will EGAMI Creative Group 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 EGAMI Creative Group has been advised of the possibility of such damages.

Copyrights and Trademarks

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

Copyright to Web pages

Copyright to the finished assembled work of web pages produced by the designer (of EGAMI Creative Group) is owned by EGAMI Creative Group until 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. EGAMI Creative Group and their subcontractors retain the right to display graphics and other Web design elements as examples of their work in their respective portfolios.

Signed by the Client and or Representative for the Client

_____ Day _____ Month _____ 2017

Signature

Please Print Name
