



Between SU Web Agency, Cedar City, UT

And Mark Echo Hawk

Summary:

We'll always do our best to fulfil 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. Having a contract is best for both parties, now and in the future.

So, in short;

You **customer name**, located at **customer address** ("You") are hiring us **company name** ("We or Us") to:

- **Design and develop a website (More details can be found in the "Statement of Work"**

For the estimated total price of **\$4,500** as outlined in our previous correspondence.

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.

Design

We design websites using the WordPress CMS. Most websites are built using some type of template for look-and-feel but are customized to meet your needs. Fonts, colors, text, graphics, photos, and layout can all be customized. Basic customizations are included in all website packages, but more intense coding is only available in our highest end custom website builds.

We will build your website on your domain, or on a temp domain so you can stay up to date with requested changes through the design process. You'll have plenty of opportunities to review our work and provide feedback.

If, at any stage, you change your mind about what you want to be delivered and are not happy with the direction 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.

Text, Graphics & Photographs

All text, graphics & photos will be provided by you unless otherwise agreed upon. You should supply all text in a word document, all graphics in their highest quality and in as many formats as you have access to. All photographs should be 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.

WordPress CMS & WordPress Plug-ins

We deliver web built on the WordPress platform and use 3rd party plugins to add functionality. We are not responsible for changes made to these products. However, we do offer maintenance plans to keeps these up to date and insure compatibility and functionality.

Platform Testing

We create designs & functionality based on how they appear and operate in all major platforms including but not limited to:

Google Chrome, Mozilla Firefox, Apple Safari, Microsoft Windows, Apple MacOS, Google Android, Desktop Computers, Laptops, Tablets & Phones.

We do our best to assure the compatibility with all major updated platforms at the time of design. We cannot promise compatibility with outdated systems or promise that future updates to these platforms won't result in incompatibility. This is why we provide maintenance plans to keep your website up to date and compatible with all major platforms.

Technical support

We're provide technical support for all services and products purchased directly from us. We cannot provide support for anything that we did not create or sell you. We suggest a maintenance plan to receive continued priority support of your website.

Search engine optimization (SEO)

We don't guarantee improvements to your website's search engine ranking, unless you sign up for a monthly SEO plan separate from your website design and maintenance plan. However, we do submit your new website to search engines for indexing.

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. We factor in 10% of our total time for revisions and fixes. 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 the additional time.

Legal Liability

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’ve 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 to provide them to you. When we provide text, images or other artwork to you, we agree to protect you from any claim by a third party that you’re using their intellectual property. Provided you’ve paid for the work and that this contract hasn’t been terminated, we’ll assign all intellectual property rights to you as follows:

You’ll own the website we design for you plus the visual elements that we create for it. You own all intellectual property rights of text, images, site specification and data you provided, unless someone else owns them.

We’ll own any intellectual property rights we’ve developed prior to 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.

Design Credit

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 and in articles on websites, in magazine articles and in books. We also will display “Designed by SU Web Agency” in the footer of your website. If you desire to remove this design credit, there is a one-time fee of \$500.

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.

- 1.) **Non-refundable 50% deposit is due before we start on your project.**
- 2.) **You must sign up for your respective “Managed Hosting & Maintenance Plan” before we can start building your website.**
- 3.) **Upon your final approval, the remaining 50% payment is due along with any other costs accrued from requested changes before your site will be made live to the world.**

We issue invoices electronically. Our payment terms are 15 days from the date of invoice.

Final Terms

This contract is between us, and only us and cannot be transferred 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.

SUWEBSITES.COM | SU WEB AGENCY WEBSITE CONTRACT



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.

Acceptance

Signed by **Travis Dulaney** on behalf of **SU Web Agency**

Sign Here  Date: 02/10/2020

Signed by **Mark Echo Hawk**

Sign Here  Date: 2/10/2020
DocuSigned by:
BDF482E6AF2A481...

Everyone should sign above and keep a copy for their records.