



Website Design Development Agreement
Terms And Conditions

The following agreement is by and between Rjdc.com, LLC ("Developer") located at 522 North 14th Street, #301, Ponca City, Oklahoma 74601 and

_____ ("Client") of

_____ (Company)

_____ (Address)

WHEREAS, Developer is a website services firm;

WHEREAS, Client seeks to utilize Developer services to develop a website for his/her own purposes;

WHEREAS, the parties acknowledge that the Internet is neither owned nor controlled by any one entity; therefore, Developer can make no guarantee that any given reader shall be able to access Developer designed pages at any given time. Developer represents that it shall make every good faith effort to ensure that its designed sites are for as large an Internet viewing audience as possible;

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree to the terms and conditions as follows;

1. **Payments:** A deposit of fifty percent (50%) (_____) of the total estimated project (_____) shall be remitted upon signing this Agreement. Client agrees to pay remaining fifty percent (50%) balance of project cost in full prior to transfer of site ownership. The site will remain the property of Developer until the project cost has been paid in full. Developer reserves the right to remove the site from service until payment has been received in full.
2. **Content:** Client agrees to provide content for the site's pages in a *soft format* within 15 days of signing this document. A *soft format* includes text or word processing files furnished as an attachment to an e-mail message to Developer. Client agrees that if content is provided in *hard format* via a copy of a page or other hard media that requires scanning to be converted into a *soft format* that an additional costs will accrue.
3. **Completion Date:** Developer and the Client must work together to complete the project in a timely fashion. Developer agrees to work expeditiously to complete the project no later than _____.

In the event that the Client fails to provide content, graphics or any other material needed to complete this project by the date listed above then this contract shall be considered null and void. Any remaining balance due must be paid by the Client to the Developer regardless of site completion.

4. **Authorization:** If the above named Client wishes to have Developer install the Client's web presence on a Hosting Provider's computer, the Client hereby authorizes Developer to access this account, and authorizes the Hosting Provider to provide 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 Developer to publicize their completed Website to Web search engines, as well as other Web directories and indexes, if this is included in the scope of the project.
5. **Copyrights and Trademarks:** The Client represents to Developer and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to 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 Developer from any claim or suit arising from the use of such elements furnished by

