



Website Design Development Agreement
Terms And Conditions

The following agreement is by and between Rjdc.com, LLC ("Developer") located at 2128 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 the Client.

6. **Copyrights to Web Pages:** Developer retains the intellectual rights to all hypertext markup language (HTML), computer programming, and graphical layout design performed within the Clients web site. Upon site transfer and payment in full, Developer will allow Client to use and replicate the HTML coding for its own lawful purposes. Rights to source code, work-up files, and computer programs are specifically not transferred to the Client, and remain the property of their respective owners.
7. **Design Credit:** Client agrees that the Developer may put a byline on the bottom of their index web page establishing design and development credit. Client also agrees that the website created for the Client may be included in the Developer's portfolio.
8. **Assignment of Project:** The Developer reserves the right to assign certain subcontractors to this project to insure the right fit for the job as well as on-time completion. The Developer warrants all work completed by subcontractors for this project. When subcontracting is required, the Developer will only use industry recognized professionals.
9. **Nondisclosure:** The Developer, its employees and subcontractors agree that, except as directed by the Client, it will not at any time during or after the term of this Agreement disclose any Confidential Information to any person whatsoever. Likewise, the Client agrees that it will not convey any Confidential information obtained about the Developer to another party.
10. **Refund Policy:** If the Client halts work and applies for a refund within 30 days, work completed shall be billed at the hourly rate of \$65.00, 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 Agreement.
11. **Performance Liability:** Developer does not warrant that the functions supplied by Web pages, consultation, advice, or Internet Website will meet the Client's requirements or that the operation of 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 Developer 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 Developer has been advised of the possibility of such damages.
12. **Agreement Revisions:** Revisions to this Agreement will be considered agreed to by Developer and Client when 5 days written notice of requested changes have been signed by both parties.
13. **Lawful Purpose:** Client may only use Developer's design services for lawful purpose. Transmission of any material in violation of any Federal, State or Local regulation is prohibited. This includes, but is not limited to copyrighted material, material legally judged to be threatening or obscene, pornographic, profane, or material protected by trade secrets. This also includes links or any connection to such materials.
14. **Termination:** Developer may terminate service under this Agreement at any time, without penalty, if the Client fails to comply with the terms of this Agreement. If the Client fails to comply with the terms of this Agreement and Developer refers the matter to an attorney, the Client agrees to pay a reasonable attorney fee. Client also agrees to compensate Developer for other collection costs and expenses.
15. **Entire Understanding:** The agreement contained in this "Website Design Development Agreement" constitutes the sole agreement between Developer and Client regarding its web design service. It becomes effective only when signed by both parties. All prices specified in this Agreement will be honored for the terms listed above after both parties sign this Agreement. Continued services after that time will require a new agreement. This agreement shall be governed and construed in accordance with the laws of the State of Oklahoma.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date indicated below.

Client's Signature

Date

Rjdc.com Representative's Signature

Date



Electronic Mail: cs@rjdc.com
World Wide Web: <http://www.rjdc.com>