

Web Site Design Agreement

AGREEMENT as of the ____ day of _____, 20 ____, between _____ (hereinafter referred to as the "Client"), located at _____ and SearcherMag.net (hereinafter referred to as the "Designer"), located at www.searchermag.net with respect to the creation and licensing of a Web site (hereinafter referred to as the "Web Site").

WHEREAS, Designer is a professional designer with experience in the design of Web sites; and

WHEREAS, the Client wishes to develop a Web site in furtherance of the Client's activities; and

WHEREAS, Designer wishes to create such a Web site for Client;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter set forth and other valuable considerations, the parties hereto agree as follows:

1. Scope of Work. The Designer agrees to perform the following work with respect to the Web Site as indicated by the checked boxes:

Prototype. Designer shall provide Client with an initial prototype for approval, which shall consist of:

home page, described as _____

____ subsection Web pages, described as _____

____ additional sample Web pages, described as _____

navigational flow chart

special features, described as _____

The Web pages shall show the look and feel of the Web Site, including type style, colors, navigational devices, illustrative/photographic styles, buttons, and related design elements.

Web Site Delivery and Testing. Upon Client's approval of the initial prototype and receipt of the necessary assets (including but not limited to text, visual, and sound elements) from the Client, the Designer shall create a fully functional Web Site consisting of ____ Web pages and reasonably conforming to the initial prototype. If the assets provided by Client cause the Web Site to exceed ____ Web pages, the due date specified in Paragraph 2 and fee specified in Paragraph 5 shall be adjusted as provided in those paragraphs. After creation of the functional Web Site, the Designer shall test the Web Site in a Beta version. In consultation with the Client, the Designer shall make necessary corrections in the functionality before uploading the final version of the Web Site to the Client's Web server or otherwise delivering the final version to the Client as follow_____

Web Site Maintenance. Designer shall maintain the Web Site and incorporate new assets as Client gives such assets to the Designer. The maintenance process is more fully described as _____

2. Due Dates. The Designer shall meet the following due dates:

Prototype. The initial prototype shall be presented to the Client on or before _____, 20__.

Web Site Delivery and Testing. The functional Web Site shall be provided in a Beta version to the Client within ____ days of Client's approval of the prototype and receipt of the necessary assets from Client. If the quantity of assets delivered by Client causes the Web Site to exceed ____ Web pages, the deadline for Web Site Delivery shall be extended by ____ days for every ____ additional Web pages. After consultation with Client, the Designer shall make any corrections and upload or deliver the final version of the Web Site within ____ days of receipt of Client's corrections.

Web Site Maintenance. Designer shall incorporate new assets into the Web Site as agreed between the parties at the time of receipt by Designer of said assets.

The Designer's time for performance shall be extended by any delays caused by the Client, including but not limited to delays arising from the failure to deliver assets or advise the Designer as to corrections.

3. Grant of Rights. Upon receipt of full payment, Designer shall grant to the Client exclusive world Web Site usage rights for the business, nonprofit organization, project, product, or publication named _____ for the following time period _____. The Client shall be the owner of the Web Site but shall have the right to use the Web Site design for this particular Web Site only. In addition, the Client shall have the right to use assets supplied by the Designer only for the Web Site. The html files, images files, animations, JAVA scripts, CGI programs, and related assets supplied by the Designer may not be used by the Client apart from their use on the Web Site. The Designer retains the right to make portfolio use of the Web Site or parts thereof after the Web Site has been placed on Client's Web server.

4. Reservation of Rights. All rights not expressly granted shall be reserved to the Designer.

5. Fee. Client agrees to pay the following fees:

Prototype. A fee of \$_____ shall be paid for the prototype, 50% percent on the signing of this Agreement, n/a percent when half the prototype is completed, and 50% percent when the prototype is provided to the Client.

Web Site Delivery and Testing. A fee of \$_____ shall be paid for Web Site Delivery and Testing, ___ percent on commencement, ___ percent when half the work is completed, and ___ percent on the uploading or delivery of the final version. Alternatively, the fee may be paid in installments as follows _____

NOT APPLICABLE

— If the quantity of assets delivered by Client causes the Web Site to exceed ___ Web pages, the fee for Web Site Delivery and Testing shall be increased by \$_____ for every ___ additional Web pages. _____

Web Maintenance. A fee of \$_____ shall be paid for Web maintenance. The fee shall be \$_____ per hour or shall be computed as follows _____

These compensation provisions for Web maintenance shall be in effect for ___ months after the date of this Agreement and then shall be subject to renegotiation.

6. Additional Usage. If Client wishes to make any additional uses, Client shall seek permission from the Designer and pay an additional fee to be agreed upon.

7. Expenses. Client agrees to reimburse the Designer for all expenses of production as well as related expenses including but not limited to illustration, photography, travel, messengers, telephone, and unreturned electronic storage media. These expenses shall be marked up 10% percent by the Designer when billed to the Client to cover overhead and carrying expenses.

8. Payment. Designer shall invoice Client as fees are due and Client shall pay within 7 days of receipt of each invoice. Overdue payments shall be subject to interest charges of 1.5% percent monthly.

9. Advances Against Expenses. At the time of signing this Agreement, Client shall pay Designer \$0.00 as a nonrefundable advance against expenses. If the advance exceeds expenses incurred, the credit balance shall be used to reduce the fee payable or, if the fee has been fully paid, shall be reimbursed to Client.

10. Revisions. The Designer shall be given the first opportunity to make any revisions requested by the Client. If the revisions are not due to any fault on the part of the Designer, additional compensation shall be paid as follows OFFER & COMPROMISE

11. Copyright Notice. Copyright notice for the Web Site shall appear in the name of the Client, unless specified to the contrary N/A. Other copyright notices, such as for photography, illustration, and music, shall be included as required in the relevant releases.

12. Authorship Credit. Authorship credit in the name of the Designer shall appear on the Web Site in the following location BY AGREEMENT along with the Designer's e-mail address. If Client alters the Web Site design, the Designer shall have the right to have Designer's name removed from the Web Site.

13. Cancellation. In the event of cancellation by the Client, the Client shall pay all expenses incurred by the Designer as well as fees based on the degree of completion of the Web Site. Special provisions regarding cancellation are as follows N/A

14. Client Responsibilities and Confidentiality. Any and all assets that Client is to supply for the Web Site shall be delivered to the Designer by _____, 20____, in electronic format (delivered on removable storage media or

transmitted via the Internet), and such supplied assets shall be in final form and ready for Web Site use. Client shall proofread and edit such assets prior to delivery to Designer, and any additional work due to corrections of such assets, file conversions, or scanning of text or images shall be billed additionally to the fee specified in Paragraph 5. The Designer agrees that any asset supplied by Client, whether for the Web Site or in relation to the business purposes for its development, shall be treated as confidential and neither disclosed to third parties nor used in any way other than for the development of the Web Site. At the completion of work, the Designer shall return to Client the assets supplied by Client.

15. Releases. The Client warrants that it has the right to enter into this Agreement and that Client owns or has obtained appropriate Web Site usage rights for any assets supplied by the Client to the Designer. The Client shall indemnify and hold harmless the Designer and its subcontractors against any and all claims, lawsuits, costs, and expenses, including reasonable attorney's fees, arising in connection with the Web Site. This indemnification shall extend to assets obtained by the Designer on the Client's behalf if the Designer has secured either exclusive or nonexclusive world Web Site usage rights.

16. Arbitration. All disputes shall be submitted to binding arbitration before DESIGNER'S CHOICE in the following location DESIGNER'S CHOICE and settled in accordance with the rules of the American Arbitration Association. Judgment upon the arbitration award may be entered in any court having jurisdiction thereof. Disputes in which the amount at issue is less than \$ 601 shall not be subject to this arbitration provision.

17. Miscellany. Neither this Agreement nor any rights or obligations hereunder shall be assigned by either of the parties, except that the Designer shall have the right to assign monies due hereunder. Both Client and any party on whose behalf Client has entered into this Agreement shall be bound by this Agreement and shall be jointly and severally liable for full performance hereunder, including but not limited to payments of monies due to the Designer. The terms and conditions of this Agreement shall be binding upon the parties, their heirs, successors, assigns, and personal representatives. This Agreement constitutes the entire understanding between the parties; its terms can be modified only by an instrument in writing signed by both parties, except that the Client may authorize additional fees and expenses orally. A waiver of a breach of any of this Agreement's provisions shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof. The relationship between the Client and Designer shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first set forth above.

Designer SearcherMag.net Client _____
Company Name Company Name

By _____ Owner By _____
Authorized Signatory, Title Authorized Signatory, Title