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Web Site Design Project Contract

Client Information:

[Name]

1. **Authorization.** The above-named Client (hereinafter referred to as "**the Client**") is engaging WebSlingsers Web Development (hereinafter referred to as "**WebSlingsers**"), as an independent contractor for the specific purpose of developing a World Wide Web site (hereinafter referred to as "**Web Development Project**") to be published on the Client's account on an Internet Service Provider (ISP)/Web Presence Provider (WPP) server, hereinafter refer to as "**Hosting Service**", or provided on CD-ROM at the Client's option. The Client hereby authorizes WebSlingsers to access this FTP account, and authorizes the Hosting Service to provide WebSlingsers with full access to the Client's FTP account, and any other programs needed for this Web Development Project that are included as part of the Hosting Service.
2. **Browser Compatibility and Accessibility for People with Disabilities.** Without sacrificing quality and design, we try to ensure that the content and functions we build into our web sites are available to all visitors. WebSlingsers represents and warrants that the web site we design for you will work under these browsers:
 - Microsoft® Internet Explorer versions 4.x and up
 - Netscape Navigator/Communicator versions 4.x and up

While WebSlingsers will make all reasonable efforts to design a fully-functional web site, WebSlingsers' warranty does not cover AOL, text-based browsers or any requested special effects that we have advised against.

3. **Assignment of Web Design Project.** WebSlingsers reserves the right to assign subcontractors to this Web Development Project if necessary.
4. **Copyrights and Trademarks.** The Client unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to WebSlingsers for inclusion in the Web Development Project 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, indemnify and defend WebSlingsers and its subcontractors from any liability (including attorney's fees and court costs), including any claim or suit, threatened or actual, arising from the use of such elements furnished by the Client.
5. **Web Site Maintenance.** This Contract does not allow for web site maintenance after delivery to the Client. Web Site maintenance is available under separate Contract.
6. **Completion Date.** WebSlingsers and the Client must work together to complete the Web Development Project in a timely manner. We agree to work expeditiously to complete the Web Development Project according to the development schedule specified in **Attachment A**. If the Client does not supply WebSlingsers with complete text and graphical content for this Web Development Project within 45 days of the effective date this Contract, the entire deposit amount of the Contract shall be retained by WebSlingsers as liquidated damages and the contract shall become null and void, at WebSlingsers' option, unless the Web Design Project is cancelled in writing by the Client prior to 45 days of the effective date of the Contract.
7. **Project Delivery.** The final web site design project will be published to the Client's hosting service upon receipt of final payment (or delivered via CD-ROM at the Client's option) upon the receipt of full payment.
8. **Web Site Hosting.** Hosting services from WebSlingsers is available, but is not automatically included in this Web Development Project. Hosting services require a separate contract with the

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hosting service of the Client's choice. The Client agrees to select a hosting service which allows WebSlingers full access to the Client's account via FTP. The Client will be solely responsible for any and all hosting service charges.

9. **Domain Name Registration.** WebSlingers is not a domain name registrar, but provides assistance in registering and renewing domain names for the Client. Unless specifically noted in writing, the Client will own all domain name(s) registered by WebSlingers for the use of the Client.
10. **Electronic Commerce Laws.** The Client agrees that the Client is solely responsible for complying with any laws, taxes, and tariffs applicable in any way to the Web Development Project or any other services contemplated herein, and will hold harmless, protect, and defend WebSlingers and its subcontractors from any claim, suit, penalty, tax, fine, penalty, or tariff arising from the Client's exercise of Internet electronic commerce and/or any failure to comply with any such laws, taxes, and tariffs.
11. **Web Development Project Copyright.** While the web site is under development, copyright to the Web Development Project produced by WebSlingers will be owned by WebSlingers. The Client will assume full ownership and copyright privileges to the web site once final payment under this Contract and any additional charges incurred have been paid.
 - Rights to photos, graphics, original programming code (software, object code, digital programming, source code, et cetera), work-up files, and computer programs are specifically NOT transferred to the Client, and remain the property of their respective owners, including WebSlingers if applicable.
 - Third-party materials (e.g., fonts, scripts, and software) purchased or licensed by WebSlingers for this project will remain the property/license of WebSlingers unless the Client has reimbursed WebSlingers for costs incurred.
 - WebSlingers and its subcontractors retain the right to display graphics and other Web design elements from this project as examples of their work in their respective portfolios.
 - All Web Development Projects will contain a copyright and/or legal statement with some manner of hyperlink to WebSlingers' web site.
12. **WebSlingers' Proprietary Information and Trade Secrets.** With the exception of WebSlingers trade secrets, if WebSlingers includes in this site any prior intellectual property that it owns and of which it wishes to keep ownership, WebSlingers may elect to give the Client a perpetual, irrevocable, worldwide, royalty-free transferable license to the same.
13. **The Client's Proprietary Information and Trade Secrets.** WebSlingers agrees not to disclose or otherwise abuse any of the Client's proprietary information and trade secrets, as well as any sensitive information that might be collected about visitors to the Client's web site.
14. **Photography.** Photographs taken by WebSlingers for use on the Client's web site or elsewhere are not covered by this Contract. Payment for photography services will be handled separately from this Contract. WebSlingers may elect to give the Client a perpetual, irrevocable, worldwide, royalty-free transferable license to such photographs.
15. **Payments.** All payments will be made in U.S. Dollars. Payments must be made promptly based on the terms of this contract and **Attachment A**, attached hereto and made a part of this Contract hereof. WebSlingers reserves the right to stop work and/or remove any Web Development Project from viewing on the Internet until final payment is made.
16. **Payment Schedule.** Payment for services provided herein shall be made in accordance with the conditions contained in this contract and **Attachment A**, attached hereto and made a part of this Contract hereof. Notwithstanding any prices listed in literature or on Web pages, the Client and WebSlingers agree that the services described in this Contract shall be provided according to the terms detailed in **Attachment A**. The Client agrees to pay to WebSlingers an initial, non-refundable deposit upon execution of this Contract. Final payment is due prior to publication and/or delivery of the Web Site Design Project. All amounts must be in U.S. Dollars.

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17. **Collection Action.** In case collection action becomes necessary, the Client agrees to pay all fees (including all attorney's fees and court costs) incurred by that process. This Contract becomes effective only when signed by WebSlingers and the Client.
18. **Venue.** The Client agrees that for purposes of venue, this Contract was entered into in Nashville, Davidson County, Tennessee. Any dispute will be litigated or arbitrated in Nashville, Tennessee, and the Client hereby consents to the personal jurisdiction of the Tennessee State Courts. Furthermore, the Client waives any right to or claim of sovereign immunity.
19. **Legal Notices.** Notwithstanding anything to the contrary contained in this contract, neither WebSlingers nor any of its employees or agents, warrant that the functions contained in the Web Design Project will be uninterrupted or error-free. The entire risk as to the quality and performance of the Web Development Project is with the Client.
 - In no event WebSlingers be liable to the Client or any third party for any damages, including, but not limited to, service interruptions caused by Acts of God, the Hosting Service or any other circumstances beyond our reasonable control.
 - In no event WebSlingers be liable to the Client or any third party for any lost profits, lost savings or other incidental, consequential, punitive, or special damages arising out of the operation of or inability to operate this Web Development Project, failure of any service provider, of any telecommunications carrier, of the Internet backbone, of any Internet servers, your or your site visitor's computer or Internet software, even if WebSlingers has been advised of the possibility of such damages.
 - If any part of this Contract is voided by any court, the rest of the Contract remains in full force and effect.
20. **This Is A Contract.** This Contract constitutes the sole agreement between WebSlingers and the Client regarding this Web Development Project. Any additional work not specified in this contract or any other amendment or modification to this contract must be authorized by a written request explicitly agreed to by both The Client and WebSlingers.

The undersigned hereby agree to the terms, conditions and stipulations of this Contract on behalf of his or her organization or business.

This Contract constitutes the entire understanding of the parties. Any changes or modifications thereto must be in writing and signed by both parties.

AGREED TO:

The Client

By _____ Date _____

Name: _____ Title: _____

Address: _____

WebSlingers Web Development

By _____ Date _____

Name: _____ Title: _____

WebContract.Apr2008

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