

ATS Website Design Contract

Date _____

Company/Client _____

Contact Name _____

Phone _____ E-Mail _____

Address

City _____ State _____ ZIP _____

Present WWW URL (if any):

My desire is to please the client. One way is to make clear our understandings with each other. These are the terms of our agreement together:

1. Authorization. The above-named client is engaging _____ with ATS Web Design aka Advanced Technology Solutions, a sole proprietor, located

at _____, Email: ATSWEB@GMAIL.COM, Phone # _____ as an independent contractor for the specific project of developing a World Wide Website to be hosted through HostExcellence Web Hosting Service. The Domain name is owned by the client. The client hereby authorizes ATS Web Design to access the Domain account. The client also authorizes ATS Web Design to publicize their completed website to Web search engines, as well as other Web directories and indexes.

2. Standard Website Package Elements. ATS Web Design includes the following elements in my Standard Website Package:

- **E-mail/phone consultation** for purposes of developing the site.
- **Words of text** supplied by the client.
- **Links** to external pages
- **Photos and other misc. graphic images** supplied by client
- **Installation** of WebPages on HostExcellence web hosting service.
- **Minor updates and changes** to existing WebPages. Major changes billed at hourly rate of \$12.00 per hour. For online stores, this includes only "regular" pages, not product pages or the ordering system pages.
- **Submission** to major Web search engines, such as Google, Yahoo, Bing, AltaVista, InfoSeek, WebCrawler, Lycos, HotBot, etc.
- **E-Mail box setup**
- **E-mail response link** on each webpage to any e-mail address the client designates.
- **Feedback or guest book form** if required.

3. Standard Website Packages only. The content of the WebPages will be supplied by the client and executed as specified by the client in the "Website Design Worksheet" dated _____. This website includes up to _____WebPages

4. Domain Name. ___The Client currently owns the Domain Name ___The Domain name will be purchased by ATS Web Design in the client's name. The price of the Domain name is \$_____per year to be billed to the client. Either way, the client hereby authorizes ATS Web Design to access the Domain account.

Domain Provider: _____

Username: _____ Password: _____

5. Changes to Submitted Text. Please send us your **final text**. Time required to make substantive changes to client-submitted text after the WebPages have been constructed will be additional, billed at the hourly rate.

6. Web Hosting and Maintenance. The Website will be hosted through HostExcellence through ATS Web Design. It will include any minor updates throughout the year such as seasonal hour changes, vacation and sale updates, discontinued items, monthly specials, etc. The monthly Fee for this service will be charged at \$25.00 per month, due and payable on the 15th day of each month starting with the first month after the website is published. If you prefer, you can save \$5.00 per month by paying in full \$240.00 per year.

7. Completion Date. ATS Web Design and the client must work together to complete the website in a timely manner. We agree to work expeditiously to complete the website no later than _____.

8. Payment of Fees. Fees to ATS Web Design are due and payable upon signing this contract. \$200.00 plus _____for Domain Name for ___year(s). The Website will be constructed according to the client's original written specifications and upon completion will be published to the world wide web and advertising the pages to Web search engines and Online Directories. All payments will be made in US funds, Cash or Check accepted.

9. Copyrights and Trademarks. The client represents to ATS Web Design and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to ATS Web Design for inclusion in WebPages are owned by the client, that the client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend ATS Web Design from any claim or suit arising from the use of such elements furnished by the client.

10. Copyright to Webpages. Copyright to the finished assembled work of WebPages produced by ATS Web Design is owned by ATS Web Design. ATS Web Design retains the right to display graphics and other Web design elements as examples of their work in their respective portfolios.

11. Late Fees. In order for ATS Web Design to remain in business, payments must be made promptly. Delinquent bills will be assessed a \$5 charge if payment is not received within 10 days of the due date.

12. Sole Agreement. The agreement contained in this "Website Design Contract" constitutes the sole agreement between ATS Web Design and the client regarding this website. Any additional work not specified in this contract must be authorized by a written change order.

13. Initial Deposit. \$50.00 Due upon Signing of this Contract.

The total amount of this contract is: Web Design **\$200.00**

Hosting and Maintenance **\$25.00 per month** starting _____

OR **\$240.00 per year** starting_____

14. Final Payment.

1) Domain Name: _____ for____year(s)_____

2) Web Design: **\$200.00-\$50.00 Deposit=\$150.00 Balance**

3) Hosting and Maintenance: **\$25.00 per month** starting _____

OR **\$240.00 per year** starting_____

PLEASE MAKE CHECKS PAYABLE TO: Kim Sikora

The undersigned agrees to the terms of this agreement on behalf of his or her organization or business.

On behalf of the client (authorized signature):

_____ Date _____

On behalf of ATS Web Design (authorized signature)

_____ Date _____